

# AGREEMENT

This AGREEMENT made and entered into this 13 day of April 2018

BETWEEN:

## ENBRIDGE

hereinafter referred to as “the Company”

And

## Unifor Local 4960

hereinafter referred to as “the Union”

15098 (02)

## Table of Contents

<b>ARTICLE I - PURPOSE.....</b>	<b>4</b>
<b>ARTICLE II - RELATIONSHIPS.....</b>	<b>4</b>
Union Representatives and Committees .....	5
Union Business .....	6
Steward Representation .....	6
New Employee Notification .....	7
Personnel Records .....	7
Unifor Funds.....	7
Temporary Employees.....	8
<b>ARTICLE III - HOURS OF WORK .....</b>	<b>8</b>
Normal Work Periods .....	9
Earned Days.....	9
Working Schedules.....	9
Maintenance 8 & 6 Schedule .....	9
Change of Shift.....	10
<b>ARTICLE IV - WAGE RATES.....</b>	<b>10</b>
WAGE TABLE .....	11
ALLOWANCES TABLE .....	11
Northern Allowance.....	11
Continuous Operating Premiums (Shift Differentials) .....	12
Lead Hand.....	12
Temporary Supervisor Position .....	13
Statement of Wages .....	13
First Aid Ticket.....	13
Living Out Allowance .....	14
<b>ARTICLE V - OVERTIME.....</b>	<b>14</b>
8 & 10 Hour Breaks .....	15
On Call.....	15
Call Outs .....	16
Remote Access Calls .....	16
Banked Time.....	16
<b>ARTICLE VI - TRAVEL TIME .....</b>	<b>17</b>
Work Away from Normal Home-base.....	17
Meetings and Training for Delegates.....	6
Training .....	17
Overtime Meals .....	18
<b>ARTICLE VII – ANNUAL VACATIONS .....</b>	<b>18</b>
<b>ARTICLE VIII - STATUTORY HOLIDAYS .....</b>	<b>20</b>
<b>ARTICLE IX - SENIORITY .....</b>	<b>21</b>
Probationary Period .....	<b>Error! Bookmark not defined.</b>
Retaining and Accumulating .....	<b>Error! Bookmark not defined.</b>
Retaining but not Accumulating: .....	<b>Error! Bookmark not defined.</b>
Losing .....	<b>Error! Bookmark not defined.</b>
Leave of Absence .....	<b>Error! Bookmark not defined.</b>
Types of Leaves.....	22
<b>ARTICLE X – FILLING OF VACANCIES .....</b>	<b>28</b>

Hiring Teams .....	28
Postings.....	28
Hiring.....	29
Temporary Assignments .....	29
Relocation.....	30
<b>ARTICLE XI - SECURITY PLANS AND BENEFITS .....</b>	<b>30</b>
<b>ARTICLE XII - GRIEVANCE PROCEDURE AND ARBITRATION .....</b>	<b>31</b>
<b>ARTICLE XIII - JOB SECURITY AND SEVERANCE PAY SCHEDULE.....</b>	<b>32</b>
Contracting .....	32
Company Layoff Notice .....	32
Bumping .....	33
Severance Schedule .....	34
<b>ARTICLE XIV - WORK CLOTHING.....</b>	<b>34</b>
<b>ARTICLE XV – MISCELLANEOUS .....</b>	<b>35</b>
Paid Medical Visits Out of Fort Nelson and Chetwynd.....	35
WorkSafe BC.....	36
Personal Safety .....	36
Supervisors Performing Work .....	36
Guidelines for Second Trade Apprenticeships.....	36
<b>ARTICLE XVI – KWOEN GAS PLANT .....</b>	<b>37</b>
<b>ARTICLE XVII – SIKANNI .....</b>	<b>39</b>
<b>ARTICLE XVIII – DAWSON PLANT .....</b>	<b>40</b>
Seniority.....	40
Home Base.....	40
Statutory Holidays: .....	40
Twelve Hour Operating Shift – Dawson Plant * .....	41
Overtime .....	41
Vacations: 12 hour Shift .....	42
<b>ARTICLE XIX – FORT NELSON NORTHERN COMPLEX (FNNC) .....</b>	<b>42</b>
Seniority.....	43
Home Base.....	43
Statutory Holidays .....	43
Hiring.....	43
Twelve Hour Operating Shift – Fort Nelson Northern Complex (FNNC).....	43
Overtime .....	44
Vacations: 12 hour Shift .....	44
<b>ARTICLE XX - DURATION .....</b>	<b>45</b>
<b>MEMORANDUM OF AGREEMENT.....</b>	<b>46</b>
<b>APPENDIX A - PROGRESSIONS .....</b>	<b>48</b>
COMMUNICATIONS TECHNICIAN PROGRESSION .....	49
CORROSION TECHNICIAN PROGRESSION.....	50
ELECTRICAL AND INSTRUMENTATION TECHNICIAN PROGRESSION.....	51
GAS CONTROL TECHNICIAN PROGRESSION .....	52
MEASUREMENT TECHNICIAN PROGRESSION.....	53
MECHANICAL TECHNICIAN PROGRESSION.....	54
OPTECH PROGRESSION .....	55
OPTECH (KWOEN) PROGRESSION .....	55
PIPELINER TECHNICIAN PROGRESSION .....	58

PLANT (SIKANNI) TECHNICIAN PROGRESSION .....	59
WAREHOUSE TECHNICIAN PROGRESSION .....	60
WELDING TECHNICIAN PROGRESSION .....	61
<b>APPENDIX B - SHIFTS.....</b>	<b>62</b>
Five and Two Shift .....	62
Four and Three (9.5 hour) Shift (Station 2 Shift) .....	62
Twelve Hour Operating Shift .....	63
Operational Eight and Six Shift .....	65
Remote Eight & Six Shift .....	66
Four Tens Shift .....	67
Four On, Six Off Shift (Fort St. John Gas Control) .....	68
Fort St. John Pigging - Eight and Six Shift - 9.50 hour days .....	69
<b>APPENDIX C – LETTERS OF UNDERSTANDING.....</b>	<b>70</b>
COMPASSIONATE BIDS .....	70
FORT ST. JOHN GAS CONTROL .....	71
HOUSING .....	72
PROJECT LEAD DEFINITION & CRITERIA .....	73
OPERATION OF WASTE HEAT RECOVERY POWER GENERATING UNITS AT COMPRESSOR STATION SITES .....	74
OUTAGE TURNAROUND WAGE RATES.....	76
DISCIPLINE .....	77
MUTUAL TRADING OF SHIFTS OR SELF MUTUAL.....	78
USE OF RECREATIONAL TRAILERS OR RV’S AS ACCOMMODATION .....	79
MEAL TICKETS .....	80
BENEFITS COSTS SHARING .....	81
GORDONDALE HOME BASE .....	82
DAWSON PLANT .....	83
FORT NELSON NORTHERN COMPLEX.....	84
FORT NELSON NORTHERN COMPLEX.....	85
VACATION CARRY OVER.....	86
OPTECH SINGLE LINE OF PROGRESSION .....	87
OPTECH PROGRESSION QUALIFICATION & APPRENTICESHIPS GUIDELINES .....	89
Apprenticeships: .....	89
FORT NELSON NORTHERN COMPLEX AND DAWSON PLANT OUTAGE TURNAROUND WAGE RATES.....	91
GAS CONTROL SCHEDULE .....	92
SHORT TERM INCENTIVE PLAN.....	93

## **ARTICLE I - PURPOSE**

- 1.01** The purpose of the Agreement is to set forth terms and conditions of employment with respect to hours of work, wages, and working conditions and to provide a means of settling disputes and grievances.

## **ARTICLE II - RELATIONSHIPS**

- 2.01** The Company agrees the Union is the sole bargaining agent for the Company's CGTM Operations Division regular and temporary employees working on the Company's facilities, with the exception of: employees at or above the rank of Team Leader, office and clerical employees, Calgary gas controllers, professional and administrative employees or those employees covered by the collective agreements of Unifor Local(s) 449, 686B and 862, and facilities not covered by a collective agreement.

- 2.02** The term "employee" or "employees" when used in this Agreement shall mean persons covered by this agreement except where otherwise specified in this Agreement.

- 2.03** a) This instrument and the appendices attached hereto and made a part herof constitute the entire Agreement between the parties.
- b) This Agreement may be changed or amended by mutual consent of the parties hereto but such changes or amendments shall take the form of appendices to the original document.

- 2.04** Management rights are limited only by the specified provisions of this Agreement and no implied obligations are intended. These rights include, but are not limited to, the right to maintain order and efficiency; to hire new employees and to direct the working force; to determine work methods; to decide the number and locations of its operating facilities and personnel, products to be manufactured or handled, the methods and schedules of operations, kinds and locations of equipment and materials to be used and the extension, limitations, curtailment or cessation of operations; the right to promote, demote, suspend, discipline or discharge for cause; to classify or reclassify, transfer, or lay off employees because of lack of work.

- 2.05** All members of the Union shall pay, as a condition of employment, monthly to the Union monies equal to the dues, initiation fees and assessments uniformly levied by the Union.

The Union will, insofar as is possible, give the Company thirty days notice when requesting the Company to terminate an employee because such employee is in violation of this clause.

- 2.06** a) The Company and the Union will neither collectively nor separately discriminate against any employee covered by this agreement because of race, colour, ancestry, ethnic origin or place of origin, gender, age, marital status, family status, disability, religious or political affiliation, member or non-membership and/or their lawful activity or non-activity in any labour organization, or because of giving evidence, presenting grievances or engaging in any activity permitted by this agreement.

- b) The Company and the Union recognize their respective obligations and responsibilities to provide a work environment free from harassment. Any workplace harassment will be dealt with under the Enbridge Workplace Harassment Policy.

### **Union Representatives and Committees**

- 2.07**
- a) The Company will recognize fourteen (14) Union Representatives. This includes the 6 members of the Union Executive
  - b) A Maximum of nine (9) Shop Stewards will be recognized.
  - c) The Union will appoint a Bargaining committee of seven (7) members, selected in accordance with the Constitution of the Union, to negotiate with the Company.
  - d) The Union will notify the Company at the beginning of each contract year, in writings, and thereafter as changes are made, the names of its Union Executive, Area Representatives, and Shop Stewards.
  - e) The Company and the six (6) members of the Union Executive will meet monthly as needed. Once per year, the Company and the Union Executive will meet in person.
  - f) The Company agrees with the Union to hold one (1) in person meeting with the fourteen (14) Union Representatives per year when the contract is not being negotiated. It is agreed there will be a one (1) day meeting for the fourteen (14) Union Representatives, if they so desire prior to the meeting.
  - g) The Union Representatives for each region will meet with their regional management team to review and resolve local/regional issues as needed.
  - h) The Company will provide the Union secure office space, for its use, at the work region of the Local 4960 President. Should office space not be available in the work region of the President, the parties may mutually agree on another location.
  - i) The Company will provide the Union access and use of the "Share Point" (or equivalent) for communications with the Local 4960 membership
  - j) As far as practical, all meetings between the Company and Union Representatives will be held during working hours. No employee shall suffer loss of pay for regular scheduled hours by reason of attending such meetings.
  - k) The Union may have the assistance of a Unifor National Representative in any meetings and/or negotiations between the parties of this Agreement.
  - l) To provide a minimum of interference to production, the Parties agree to the following rules of conduct for duly elected Representatives:
    - i. Representatives will be allowed a reasonable amount of time during working hours to represent its members in meetings with the Company or for the purpose of investigating a grievance or a dispute, provided they have made prior arrangements with their respective supervisors.

- ii. Time spent while acting in the capacity of a Union Representative shall be duly recorded in the time entry system.
- iii. It is agreed there will be no abuse or excessive use of time spent in investigating grievances or disputes.
- iv. If the Union requires the holding of meetings on Company premises, such meetings must receive the permission of the local area management.

### **Union Business**

- 2.08** a) Upon written application of at least seven (7) days in advance, leave of absence without pay for Union business shall be granted, to not more than three (3) employees for a maximum period of thirty (30) working days each, unless it is impossible to do so due to inability to furnish qualified replacements from within the workplace. Leave to additional employees may be granted at the discretion of the Company.
- b) The Company agrees to maintain employees whole for the time lost from their regular work schedule while they are on Union business and the Union agrees to reimburse the Company for the wages so paid. The Company will provide the Union an invoice for the wages paid and the Union will, within a reasonable period of time, reimburse the Company. Such maintenance of wages will not apply to the circumstances as contemplated in clause c) below.
- c) On written request of the Union, a leave of absence of up to one (1) year without pay, but without loss of seniority may be granted to one (1) employee in any calendar year for Union business, provided the request is made at thirty (30) calendar days in advance.
- d) In application of this Article, the Union shall determine what constitutes "Union business".
- e) Notwithstanding a) and c) above, the Union whenever practical, will provide notice prior to the 15<sup>th</sup> of the month prior to the leave being requested.

### **Steward Representation**

- 2.09** In the event of a meeting between a Supervisor/Company Official and an employee to discuss a matter which could be reasonably expected to result in disciplinary action, the Supervisor will inform the employee of the possibility that the meeting may result in disciplinary action being taken, and Steward Representation will be considered a right of the employee if so desired. Supervisors and employees may meet to discuss any matter not involving disciplinary action without the presence of a Steward.

### **Meetings and Training for Delegates**

- 2.10** a) Union Representatives pay will be maintained when attending or traveling to and from meetings with Company representatives. The Company and Union will attempt to schedule their joint meetings so as not to interfere with the Union Representatives' days off. Under no circumstances will a Union Representative receive more than their regular pay for any day due to attendance at meetings between the Union and the Company and as far as possible Union Representatives will maintain their regular work schedule.

- b) Union Representatives will be paid up to a maximum of twelve (12) hours straight time pay to attend, or for actual travel to or from, a Company/Union meeting on their days off.

### **New Employee Notification**

- 2.11 The Company will provide notification to the Union President and Secretary Treasurer of any new employee and their contact information within forty-eight (48) hours of the new employee's start date.

The Union President, or designate, will be provided two (2) hours with the new employee for educational purposes.

### **Personnel Records**

- 2.12 Upon request an employee's personnel file shall be made available to the employee for review along with a Supervisor or Human Resources at a time mutually agreed upon. Upon request, copies of the personnel file contents will be provided to the employee.

### **Unifor Funds**

- 2.13 a) Paid Education Leave

The Company agrees to remit to Unifor five cents (\$0.05) for each regular scheduled hour worked by each regular employee who is a member of the bargaining unit. Such payment will be remitted on an annual basis into a trust fund established by the Unifor National Union. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

Leave for the purposes of PEL shall be administered further to Article 2.10 Union Business. Candidates for the PEL shall be selected by the Union. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

The Union agrees to report to the Company on PEL activities annually

- b) Canadian Community Fund

The Company agrees to remit to Unifor three cents (\$0.03) for each regular scheduled hour worked by each regular employee who is a member of the bargaining unit. Such payment will be remitted on an annual basis into a trust fund established by the Unifor National Union. Payments will be sent by the Company to the following address:

Unifor Community Fund  
205 Placer Court  
Toronto, ON M2H 3H9



## Temporary Employees

- 2.14** a) There may be circumstances where the Company may hire temporary employees to provide backfill coverage and to ensure operational requirements are met. It is not the intention to use temporary employees on a regular on-going basis to fill vacancies that would normally be filled with a regular full-time employee.
- b) Temporary employees shall not accumulate seniority, receive benefits or be entitled to severance pay.
- c) Temporary employees will receive 10% of base pay in lieu of benefits and are not eligible for any further benefit related items including medical travel, LOA, STD, extended health/dental etc. Temporary employees will receive an amount in lieu of vacation per the applicable legislation.
- d) Temporary employees are not eligible to bank time.
- e) The maximum length of employment for a temporary employee will be six (6) months. This time period may be extended by mutual agreement between the Union and the Company.
- f) Employees will be given a letter at the time of hire stating whether they will be regarded as a regular full-time employee or a temporary employee. If temporary, the period of expected term of employment will be indicated.
- g) Temporary employees who apply for vacancies further to Article X will be considered and where performance, experience and qualifications are relatively equal, preference will be given to a temporary employee to fill the vacancy.
- h) An employee hired as a temporary employee and subsequently hired as a regular employee shall have their Company service date established as being from the date of last hire provided there has been no break in service. Bargaining unit seniority will be established effective the date of hire as a regular **full-time? (make consistent)** employee.
- i) Temporary employees will pay the prescribed Union dues further to Article 2.05

## ARTICLE III - HOURS OF WORK

**3.01** The agreed to shifts are in **Appendix B**.

- a) **"Shift Employees"** are employees who are assigned to a job, which is scheduled on regularly rotating shifts.
- b) **"Day Employees"** are all employees normally scheduled to work from 8:00 a.m. to 4:30 p.m. with a half-hour lunch period.

**3.02** Any work schedules that are assigned must include one weekend off every twenty-eight days.

### **Normal Work Periods**

**3.03** The work week is the period between 12:01 a.m. on Monday and 12:01 a.m. on the succeeding Monday. The work week is a thirty-eight hour week averaged over each four week period.

The work day is defined as the twenty-four hour period from midnight to the succeeding midnight.

All shifts will meet with Company and Union executive approval.

### **Earned Days**

**3.04** Employees will receive Earned Days off based on working forty hours per week and receiving thirty eight hours pay unless otherwise identified in the shift schedule in Appendix B.

#### **These Earned Days Will Be Accommodated As Follows:**

- a) The employee will schedule these Earned Days off:
  - In accordance with an employee's preference and,
  - With the approval of the supervisor and,
  - Ensuring that the Company does not incur additional costs (for example overtime coverage).
- b) Every effort should be made to take Earned Days off during the vacation year. Earned Days **will not** be carried over to the next vacation year but will be paid out if not used.
- c) Earned Days shall not be accumulated while off work on a Short Term or Long Term Disability claim, while attending school, on an approved leave of absence, or off work on a WorkSafe BC claim.
- d) Earned Days shall have the same status as vacation days for the purpose of scheduling, (refer to Article 7.02).
- e) The Company agrees to reimburse members for non-refundable expenses incurred to book travel or accommodation if the taking of earned days has to be rescheduled.
- f) Earned days may be taken in hours rather than days. The annual allotment of twelve (12) Earned Days shall equate to ninety-six (96) hours of earned time on an annual basis.

### **Working Schedules**

**3.05** Work schedules will be posted by the 15th day of each month for the following month.

**3.06** The Company agrees not to institute any work schedule with less than ten hours unbroken free time for short change situations.

### **Maintenance 8 & 6 Schedule**

**3.07** For extended maintenance and overhaul projects the Company may schedule eight days on and six days off. The premium pay for the ninth and tenth hours each day will

apply. The employee(s) will not be paid for the normally scheduled fifth day and will not be paid a change of shift premium. This clause will not apply to employees normally scheduled at that location. This work schedule will normally be used at outlying stations when employees are required to work extended periods of time.

### **Change of Shift**

- 3.08** If the Company requires employees to change from their posted work schedule they will be paid at the premium rate for the first eight hours worked after the change.
- a) The change is deemed not to have taken place until at least twenty-four hours after the employees' start time on the last day worked under the old schedule.
  - b) Day Employees assigned to work the day shift of a rotating schedule are not considered to have changed their posted work schedule.
  - c) This provision for premium pay shall not apply to employees returning to work after disciplinary action.
  - d) Employees will not be paid a change of shift premium when returning to their posted schedule within thirty days of the change.
  - e) In the event the first day of the new shift falls on a recognized Company holiday, the premium rate will be paid on the next straight time shift worked.
- 3.09** On a change of work schedule made at the employee's request, no premium pay will apply for the first shift worked.
- 3.10** When employees trade shifts, by mutual agreement, which has the approval of their Supervisors, no change in regular compensation shall result therefrom.

## **ARTICLE IV - WAGE RATES**

- 4.01** Dual Trades - All employees holding certified dual trade tickets in their names that are recognized within the progressions listed in Appendix A and who work within both trades on a regular basis as part of their regular duties, will receive 6% above their Technician rating for all hours worked. The 6% dual trades allowance does not apply to premium time (e.g. if a Technician works 10 hours, they will receive 10 hours at 6%). After one year Tech 4 with dual trade, will become Tech 4 DT and the 6% will be rolled into base rate.
- 4.02** The schedule of wage rates set forth below shall apply to employees covered by this Agreement:

## Wage Table

	Jan 1/17		Jan 1/18		Jan 1/19	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Tech 4 DT	\$56.50	\$9,303.67	\$57.63	\$9,489.74	\$59.07	\$9,726.99
Tech 4	\$53.31	\$8,778.38	\$54.38	\$8,953.95	\$55.74	\$9,177.80
Tech 3	\$51.61	\$8,498.45	\$52.64	\$8,668.42	\$53.96	\$8,885.13
Tech 2	\$50.02	\$8,236.63	\$51.02	\$8,401.36	\$52.30	\$8,611.40
Tech 1	\$47.05	\$7,747.57	\$47.99	\$7,902.52	\$49.19	\$8,100.08
Pipe 4	\$44.58	\$7,340.84	\$45.47	\$7,487.66	\$46.61	\$7,674.85
Pipe 3	\$42.01	\$6,917.65	\$42.85	\$7,056.00	\$43.92	\$7,232.40
Pipe 2	\$39.57	\$6,515.86	\$40.36	\$6,646.18	\$41.37	\$6,812.33
Pipe1	\$37.14	\$6,115.72	\$37.88	\$6,238.03	\$38.83	\$6,393.99

## Allowances Table

<b>Allowances:</b>	Jan 1/17	Jan 1/18	Jan 1/19
	Boot Allowance (including tax)	\$304.32	\$310.41
First Aid Ticket	\$1.48	\$1.51	\$1.55
Apprenticeship per diem	\$76.08	\$77.60	\$79.54
Meal Ticket	\$35.37	\$36.08	\$36.98
Day Shift Differential	\$1.13	\$1.15	\$1.18
Night Shift Differential	\$2.82	\$2.88	\$2.95
Northern Allowance - Fort Nelson	\$1,240.34	\$1,265.15	\$1,296.78
Northern Allowance - Other	\$821.20	\$837.62	\$858.56
Living Out Allowance (including tax)	\$78.95	\$80.53	\$82.54

<b>Optech Steam Allowance:</b>	Jan 1/17	Jan 1/18	Jan 1/19
Steam Ticket - 1st Class	\$644.29	\$657.18	\$673.61
Steam Ticket - 2nd Class	\$536.91	\$547.65	\$561.34
Steam Ticket - 3rd Class	\$214.76	\$219.06	\$224.53

FNNC Camp Allowance	\$1,179.09	\$1,202.67	\$1,232.74
---------------------	------------	------------	------------

### Northern Allowance

**4.03** Employees whose home base is Station 3 or North will receive a Northern Allowance per the table above.

As of April 1, 2011 all Northern Allowance will be included as pensionable earnings. No employee will qualify for both Northern Allowances. (Check with Rick this was corrected – Plant Issue)

All payments made in respect of Northern Allowances will have appropriate income tax withheld by the Company. Employees will be responsible for keeping all receipts and documentation and for making all claims for any income tax relief available in relation to the Northern Allowance. The Company accepts no responsibility for such claims made by employees.

**Continuous Operating Premiums (Shift Differentials)**

**4.04 a) Shift Differential for Shift Employees**

In addition to the base salaries, shift employees will be paid a differential as follows:

**Day Shift**

- Eight hours equal to 1.6% of the Technician 1 hourly base rate.
- Four hours equal to 4% of the Technician 1 hourly base rate.
- The day shift differential averages 2.4% for the twelve-hour period.

**Night Shift**

- Four hours equal to 4% of the Technician 1 hourly base rate.
- Eight hours equal to 7% of the Technician 1 hourly base rate.
- The night shift differential averages 6% for the twelve-hour period.

**b) Shift Differential for Day Employees**

Day workers when required to work shift hours, and those shift employees not assigned to a seven (7) day continuous rotating twenty-hour (24) hour operations will receive a shift differential payment as follows:

Hours worked	01-Jan-17	01-Jan-18	01-Jan19
4pm to midnight /hour	\$1.65	\$1.68	\$1.73
Midnight to 8am /hour	\$2.82	\$2.88	\$2.95

Under no circumstances will a day shift differential be paid.

- c) Shift differentials will not be included when computing overtime or pay for holidays not worked. For any overtime work performed on shift work, employees will be paid the applicable differential in addition to any other remuneration to which they are entitled.

**4.05** Employees, when performing station operating duties, shall be paid at a minimum of the Technician 3 rate.

**Lead Hand**

**4.06** When, in the opinion of the Company a project requires a lead hand, the local work team and the Supervisor shall jointly appoint a team member to the position. The lead hand shall be paid **110%** of their regular rate or 110% of the regular rate of the highest classified employee working under their supervision, whichever is the greater, and shall continue to be overtime eligible.

### **Temporary Supervisor Position**

**4.07** Employees will only be assigned to a Temporary Supervisor position on a voluntary basis. They will be asked to assume these responsibilities under the following guidelines:

- a) Upgrade must be a minimum of one week duration, normally five working days;
- b) Employee will be in charge of a project involving four or more people including themselves or is filling in for a supervisor who is absent from his regular duties;
- c) No other supervisor will receive overtime compensation for the same duties.
- d) The employee will be paid:
  - i. 110% of Technician 4 rate
  - ii. Overtime will be paid as per Article 5.01.
  - iii. On-call hours will be paid as per Article 5.08 and is not eligible for the 10% upgrade.
  - iv. Any call-outs will be paid as per Article 5.09 and are eligible for the 10% upgrade.
  - v. Banking of any time will be at the employee's normal rate of pay.
- e) Employee will be allowed to move EDO's and Statutory holidays with their supervisor's approval.

### **Statement of Wages**

**4.08** The Company shall provide on each payday (every second Friday) an itemized statement of wages, indicating hours, rate, specified deductions, etc. Overtime and premium pay will be paid in the next pay period. In addition, the Company will make every reasonable effort to have these statements available on Friday.

If Friday, which would normally be a pay date, falls on a statutory holiday, then the preceding Thursday will be the pay date.

### **First Aid Ticket**

- 4.09**
- a) Employees who are holders of a valid Occupational First Aid Level 3 Certificate are eligible to receive an additional allowance per the Allowance table. This does not form part of an employee's basic pay.
  - b) After employees have successfully completed one Occupational First Aid Level 3 Certificate course, the Company will grant an award on successful completion of the second and all subsequent courses taken on employee's own time as follows:

Certificate / Course Standing	Next Course Taken In	Cash Award Available
Restricted /Level 3	One Year	\$300.00
Level 3	Three Years	\$600.00

- c) Employees holding a valid Occupational First Aid Level 3 Ticket when hired will be eligible to receive the cash award as per 4.09 b) upon successful completion of subsequent Occupational First Aid Level 3 Certificate courses.
- d) Employees who have held a valid Occupational First Aid Level 3 Ticket which has lapsed due to circumstances beyond their control will be eligible to receive the cash award for successful completion of future First Aid Level 3 Certificate courses. If the First Aid Level 3 Ticket has lapsed due to the employee's lack of attention, this will not apply.
- e) Employees may bank eighty hours of overtime for the sole purpose of attending a two week First Aid Level 3 Certificate Course.
- f) The Company may elect to train a limited number of individuals where special needs apply. This will be done on Company time and no bonuses will be paid except as in 4.09 a).
- g) Employee must obtain Supervisor approval in advance of enrolling or renewing.

**Living Out Allowance**

**4.10** Will be paid per the Allowances Table.

**ARTICLE V - OVERTIME**

**5.01** Premium Straight Time is defined as any hours above and beyond the regular hours paid at straight time rate (for example training, etc.)  
Employees will be paid a premium rate of two times the regular hourly rate:

- a) For all hours worked in excess of regularly scheduled hours,
- b) For all hours worked on a Company recognized holiday, a regularly scheduled day of rest and on scheduled Earned Days off.

**5.02** Under no circumstances shall employees receive premium rate of pay under more than one clause of this Article in respect to the same hours worked. For the purpose of interpreting clause 5.01 a work day shall be defined as the twenty-four hour period commencing at the employee's regularly scheduled hours of work.

**5.03** Shift workers shall not cease work until properly relieved.

**5.04** Overtime work will be performed by employees whenever called upon and will be distributed as equitably as possible among the employees concerned and qualified to do such work. Consideration will be given to the personal desires and situations of

employees when assigning overtime work. However, when overtime is necessary, employees must be prepared to work such overtime.

**5.05** In the event employees are held over from their regular shift by the Company, so as to cause them to miss their regular transportation, the Company shall provide transportation to their homes.

**5.06** Employees who are performing maintenance work and stay overnight at location where Company supplied accommodation is available and cook their own meals, will be paid RAT (Remote Allowance Time) at the rate of two (2) hours premium straight time pay per day stayed at the location. If the supplied accommodation includes a cook, then RAT time does not apply. This does not apply to the normal operator on shift at this location.

### **8 & 10 Hour Breaks**

**5.07** a) If employees are called out to work between 11 p.m. and 5 a.m., they shall be given an eight-hour break with their regular pay maintained or remain on premium pay until they have had an eight-hour break. The employees are to take the eight-hour break unless requested to report, by their supervisor, before the eight hours are up.

b) When employees have to work more than twelve hours they will continue on the applicable premium rate until they have had ten hours of unbroken free time. The employees are to take the ten-hour break unless requested to report, by their supervisor, before the ten hours are up.

### **On Call**

**5.08** This is to provide a method for compensation for voluntary on-call when on a shift, where on-call provisions are not built into the shift.

a) The employees will be paid:

- i. Two hours straight time pay for each regularly scheduled day worked in addition to normal hours worked, while the employee is on call.
- ii. Four hours straight time pay for each regularly scheduled day off that the employee is on call.

b) While working the 4-10 shift and required to be on-call, the employee will be eligible for four (4) hours straight time for Saturday, Sunday and Statutory Holidays. The Friday or Monday will be treated as a regularly scheduled day of work and eligible for two (2) hours of straight time pay.

c) Any callouts will be paid as per Article 5.09 b)

d) All 8 hour and 10 hour break provisions will apply,

e) Employees on call will carry an electronic communications device and provide 24 hour coverage. They will have use of a Company vehicle while on call.

f) On call hours are deemed to be bankable as per Article 5.11



## **Call Outs**

- 5.09** a) Call out is defined as being when employees are required to return to work after having left without being notified one hour prior to the end of their last shift.
- b) Call out will be paid at the applicable premium rates for all hours worked, plus two hours straight time. The minimum payment for call outs for work will not be less than the equivalent of four hours at straight time at the employees' regular hourly rate except where employees start to work two hours or less before their regular starting time, in which case normal overtime provisions will apply.
- c) The minimum payment as defined in 5.09 b) for call outs will cover a two hour time frame. Any additional calls received in this two hour period shall be deemed the same call out.

## **Remote Access Calls**

- 5.10** a) Remote access calls are defined as a call where the employee is able to address the reason for the call from home.
- b) If an employee takes a call outside the 11:00pm to 5:00am timeline and is able to address the reason for the call within 1 (1) hour, the employee will be paid per Article 5.01 for one (1) hour. If it takes more than one hour to resolve the reason for the call, the employee will be paid for the actual hours worked. Calls taken within the 11:00pm to 5:00am timeline will be paid as per Article 5.09 b) above.
- c) The minimum payment as defined in 5.10 b) for a remote access call will cover a one (1) hour time frame. Any additional calls received in this one hour period shall be deemed the same call.

## **Banked Time**

- 5.11** When employees are working outside regularly scheduled hours and qualify for premium straight time pay or premium overtime pay under clause 5.01 a) and 5.01 b), they may elect to bank the overtime subject to the following conditions:
- a) A maximum of eighty-four (84) hours per calendar year;
- b) Banked time may be taken off in hours;
- c) Shift operators must take banked time off on day shift;
- d) Scheduling of all banked overtime must be mutually agreed upon between employees and supervision. If time off is not scheduled by year end or mutual agreement is not reached, outstanding banked time will be paid out at straight time, at the base rate of pay in effect at the time overtime was banked.
- e) Premiums such as Lead Hand and Temporary Supervisor are not bankable.
- 5.12** If banked overtime time off has been scheduled and workload requirements change, the Company shall have the right to reschedule the time off at a mutually agreed time. The Company agrees to reimburse a member for non-refundable expenses incurred to book travel or accommodation if banked time has to be re-scheduled.

- 5.13** The use of bank time by a member will not be covered off by casual employees, contractors or overtime by other members and must be agreed to by the work team.
- 5.14** Banked time will be paid out hour for hour, not equalized (40 hours pay, not 38).

## **ARTICLE VI - TRAVEL TIME**

- 6.01** Travel time outside regular working hours for work assignments away from your normal home base (*excluding the provisions of 6.02 and 6.03*), will be paid at premium double time. This will not be paid when traveling between employee's home and usual place of work.

### **Work Away from Normal Home-base**

- 6.02** This clause applies to normal scheduled operations and maintenance duties with normal road conditions (e.g. it will not apply to emergency conditions or extreme weather and road conditions).

Where travel time is more than one hour from normal home base to a remote station or other work locations, and provided all members of the work crew are in agreement, employee elective travel time of one hour at straight time shall be available at the beginning and end of the work day for travel to and from home base. This elective travel time will occur during the normally scheduled work hours (e.g. the first and last hours of the assigned work day are the travel hours). In this instance, no expense allowance or overtime meal allowance shall be provided. Travel time shall only be paid to the employee's home base.

- 6.03** a) When employees are required by the Company to work away from their home base and choose to stay further from the work site than the nearest suitable accommodation (other than one hour employee elective travel to normal home base), travel time will only be paid to cover the time from the suitable accommodation to the work site.
- b) When assigned a Company vehicle, at the discretion of the Supervisor, employees may be directed to travel directly to the required work location rather than first reporting to home base.

### **Training**

- 6.04** a) The Company and the Union recognize the importance of meetings and training, to meet the requirements of the business. The time required to attend these functions will be scheduled on regular work days. From time to time, training and meetings may be scheduled on the employee's regular day off and prior agreement with the supervisor is required to attend.
- b) If the employee has personal interest in a training session or a meeting and would like to attend for personal interest on his regular day off, prior approval is required before any benefits will apply.

- c) Attendance will be paid at straight time to a maximum of 8 hours per day or the employee may choose to Bank the time if they are eligible. As employee is not attending at the request of the Company, no other benefits will apply.

### **Overtime Meals**

- 6.05** If employees are working at their home base, the Company will provide a meal to be eaten on Company time (30 minutes) or an allowance per the Allowances Table:
- a) If two or more hours have elapsed after their normal quitting time and for each subsequent four hour period of continuous work;
  - b) If employees are called out to work outside their normal schedule and work past their normal meal time, or for more than four hours, whichever shall first occur, and for each subsequent four hour period of continuous work.

## **ARTICLE VII – ANNUAL VACATIONS**

- 7.01** The anniversary date for vacation purposes of all employees is January 1st. The vacation year is defined as the twelve months from January 1 to December 31.
- 7.02**
- a) All vacation including earned days are to be scheduled by March 1<sup>st</sup> of the current vacation year.
  - b) All new employees shall be entitled to one day's vacation with pay for each month of continuous employment completed before the subsequent January 1st up to a maximum of ten days, to be taken prior to that January 1st.
  - c) Upon receipt of the employees vacation request the Company will make every reasonable effort to notify employees within thirty (30) days of the status of the vacation request.
- 7.03** In case of dispute when scheduling vacation, the following shall apply:
- a) Seniority, for vacation purposes, is time in the Union, not technician rating (e.g. a Tech 1 could be more senior than a Tech 3). Seniority is calculated in the following order: Union, Company, location, alphabetical.
  - b) Seniority can be carried from location to location. When moving to a new location, and arriving before November 1<sup>st</sup>, for the following vacation year the employee would take their regular seniority position. If arriving on or after November 1<sup>st</sup> the employee would be at the bottom of vacation seniority for that vacation year.
  - c) This applies to their first block of vacation (one week or more). They would then choose the next block of vacation at the appropriate time in the next rotation (e.g. if employee had first choice on the first round, they would have first choice on the second round).

- 7.04** Employees are entitled to ten days vacation with pay (4%) during the vacation years in which their 1<sup>st</sup> to 9<sup>th</sup> employment anniversaries occur. They also have the option of purchasing an additional 1 to 5 vacation days with pay at a cost of .4% of base annual pay per vacation day. A Choices credit of 2% base annual pay will be provided to purchase these additional vacation days or the credit can be used elsewhere in the Choices program at the employee's discretion.
- 7.05** Employees are entitled to fifteen days vacation with pay (6%) during the vacation years in which their 10<sup>th</sup> to 17<sup>th</sup> employment anniversaries occur. They also have the option of purchasing an additional 1 to 5 vacation days with pay at a cost of .4% of base annual pay per vacation day. A Choices credit of 2% base annual pay will be provided to purchase these additional vacation days or the credit can be used elsewhere in the Choices program at the employee's discretion.
- 7.06** Employees are entitled to twenty days vacation with pay (8%) during the vacation years in which their 18<sup>th</sup> to 24<sup>th</sup> employment anniversaries occur. They also have the option of purchasing an additional 1 to 5 vacation days with pay at a cost of .4% of base annual pay per vacation day. A Choices credit of 2% base annual pay will be provided to purchase these additional vacation days or the credit can be used elsewhere in the Choices program at the employee's discretion.
- 7.07** Employees are entitled to twenty-five days vacation with pay (10%) during the vacation years in which their 25<sup>th</sup> and subsequent employment anniversaries occur. They also have the option of purchasing an additional 1 to 5 vacation days with pay at a cost of .4% of base annual pay per vacation day. A Choices credit of 2% base annual pay will be provided to purchase these additional vacation days or the credit can be used elsewhere in the Choices program at the employees' discretion.
- 7.08** Vacation pay will be based on total wages earned by the employee for the period of employment during the vacation year or applicable normal pay, whichever is the greater.
- 7.09** The expectation is that the employees will use all of their vacation in the year it is allocated. All vacation will be scheduled according to operating requirements with full consideration being given to the preference of individual employees to the extent permitted by safe and efficient operations, and with approval from the supervisor. Vacation cannot be carried over from year to year, and will be paid out except under clause a) below.
- a) If an employee is unable to take vacation due to the Company's operational needs (e.g. a major project or the Company requests the employee cancels vacation) the employee can carry forward unused vacation to the next year but must use all the carried forward plus that year's vacation by the end of that year, or all vacation will be paid out.
  - b) The Company agrees to reimburse a member for non-refundable expenses incurred to book travel or accommodation if vacation time has to be re-scheduled.
- 7.10** Leave of absence with or without pay, for periods of less than thirty days in any calendar year will not be deducted from employees when calculating service for vacation purposes.

- 7.11** When employees are disabled by sickness or accident, after vacation has commenced, the period of such disability, if verified to the satisfaction of the Company, will be considered as an absence due to sickness and excluded from vacations. Such employees will be granted an equal number of calendar days to be rescheduled by mutual agreement with the supervisor.
- 7.12** When employees become disabled as a result of sickness or accident before they take the vacation to which they are entitled in any vacation year, and continues to be disabled through the end of the year, they may carry their vacation privileges into the following year.
- 7.13** When a Company recognized holiday for which employees are entitled to payment occurs during their vacation, they will be given the option of taking straight time pay, or an extra day off to be taken in conjunction with their vacation.
- 7.14** If employees leave the Company before they have fully earned the vacation they have taken, the unearned vacation pay will be deducted from their final pay.

Employee's who commenced employment prior to May 1, 1979 will, upon leaving the Company, be entitled to that year's earned vacation plus one full year's vacation pay.

- 7.15** Employees residing in Fort Nelson will be granted an extra two days vacation per vacation year in addition to their regular vacation entitlement. This extra two days is for the purpose of traveling and shall be taken in conjunction with the employee's vacation.

## **ARTICLE VIII - STATUTORY HOLIDAYS**

- 8.01** The following thirteen statutory holidays are designated as Company recognized holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
First Monday, August	2- Floating Statutory Holidays

- 8.02** When a Company recognized Statutory Holiday occurs on a normally scheduled work day:
  - a) Employees not required to work will receive Statutory Holiday pay at their regular straight time base rate for normally scheduled hours.
  - b) Employees required to work will be paid the premium rate in addition to a) above.
- 8.03** a) Employees required to work will receive statutory holiday pay at their straight time scheduled hours plus double time rate for hours worked.

- b) Day employees not required to work but normally working a Monday to Friday work week will receive no pay addition to their normal salary and shall follow the Staff Holiday Schedule as posted on the Company intranet.
- c) Shift employees and those employees not working a normal Monday to Friday work week will observe the day following the days of rest as the holiday. If the employees are required to work, they will be paid as if it was a recognized holiday.
- d) Unused Floating Stats will be paid out after year end.

**8.04** Employees who are absent without permission or acceptable reason on their last scheduled working day before, or their first scheduled working day after, will not be paid for such holiday.

**8.05** Where a recognized holiday falls within employees' annual vacation, employees will be given the option of taking straight time pay, or an extra day off to be taken in conjunction with their vacation. Where scheduled days off are both preceded and followed by days of vacation, such days off will be considered to be part of the vacation period.

**8.06** a) Employees will follow the Staff Holiday Schedule as posted on the Company intranet.

- b) If a Statutory holiday falls on an employee's regular day off, the employee shall have the option of taking equivalent time off (deferred stat), at a time mutually agreed upon. If the deferred stat is not taken by the end of the calendar year in which it was earned, the Company shall pay the deferred stat holiday pay and the deferred day off will be forfeited.

## **ARTICLE IX – LEAVE OF ABSENCE**

**9.01** Definition

- a) A leave of absence with or without pay, is defined as an excused absence from work of more than one day's duration, separate from annual vacations, Company recognized holidays, Company designated days off, flex days, and absence due to employee's illness or injury.
- b) Maternity Leaves and Parental Leaves will not affect calculation of continuous service.

**9.02** Allowable Leaves of Absence

- a) With the exception of Maternity Leaves and Parental Leaves, leaves of absence are only granted to permanent full-time and part-time employees. Please refer to Section 9.06 Maternity Leave for further details.
- b) Leaves of absence may be granted where unusual or unavoidable circumstances require an employee's absence. Leaves are granted on the assumption that the employee will be available to return to work when the conditions necessitating the leave permit.

- c) In no instances are leaves granted automatically, but must be requested by the employee. Employees are protected with Company benefits while on leave and therefore granting of leaves should be administered with the utmost discretion.

**9.03** Factors to be considered

- a) Effect of the leave of absence on the Company's operations.
- b) Importance of the leave to the employee and consideration of whether or not the leave could be reasonable accomplished in the employee's non-working hours or by utilizing available vacation days or flex days.
- c) Employee's length of service
- d) Probable extent of the absence.
- e) Availability and cost of replacement personnel.

**9.04** General Provisions

- a) All requests for leaves of absence must be in writing (see "Procedure" Section).
- b) Leaves of absence are not to be used for any other reasons than that for which the leave was granted.
- c) Benefits are extended for the first 30 days of leave only, and then the employee must select to continue all benefits or no benefits – excluding LTD. If the employee selects benefits, they are 100% paid by the EMPLOYEE.
- d) Recognized service in relation to pension benefits will be reduced by the length of the leave of absence for leaves exceeding 30 days except as outlined in the paragraphs on witness or jury duty, maternity leave and parental leave.
- e) A request for an extension of a current leave of absence must be submitted in writing before the extension is to begin. If it is not possible to submit a written request for an extension, the employee is to contact his or her direct leader to arrange for the extension request.
- f) With the exception of witness or jury duty, bereavement, maternity leave and parental leave, the decision to approve or disapprove a request for leave of absence with or without pay, rests solely with the direct leader in consultation with the Manager and Human Resources. Each case will be considered on its own merits and will not establish a precedent.
- g) Leaves of absence cannot be used for the purpose of extending annual vacations, except under exceptional circumstances with the approval of the Manager.

**Types of Leaves**

**9.05** Bereavement

- a) An employee will be granted a leave of absence with pay of up to five days when a death occurs in the employee's immediate family to attend the funeral and for other purposes related to the death.

- b) Immediate family is defined as married spouse (or documented common-law spouse of opposite or same sex), child, parent, grandparent, brother, sister, grandchild, mother-in-law or father-in-law.

**9.06 Maternity Leave**

- a) To qualify for Maternity Leave, the employee must:
  - (i) have completed six consecutive months of continuous employment with the Company;
  - (ii) apply in writing at least four weeks before the estimated commencement of the leave;
  - (iii) provide the Company with a doctor's certificate certifying she is pregnant; and
  - (iv) advise the Company in writing of the intended length of leave.
  
- b) Duration of Leave:
  - (i) The maximum duration of maternity leave will normally be seventeen (17) weeks beginning not more than the eleventh week immediately preceding the date of confinement.
  - (ii) If the employee wishes to work beyond the sixth week immediately prior to her date of confinement, she must present her Manager with weekly notification of medical safety from her doctor.
  - (iii) The employee may return to work six weeks following the date of confinement.
  - (iv) The employee and the Company may agree to an abbreviation of the six-week period if in her doctor's opinion the resumption of employment will not endanger the health of the employee. The employee must submit a certificate from her doctor that states this opinion.
  
- c) Reinstatement of Employment after Leave:
  - (i) An employee who resumes her employment on the expiration of leave granted to her in accordance with this section, shall be reinstated by the Company in a position occupied by her at the time the leave commenced, or in a comparable position with not less than the same wages and benefits.
  - (ii) An employee not resuming her duties after the seventeen weeks shall be deemed terminated, unless Parental leave has been requested and granted.
  
- d) Entitlement for Pension, Benefits, Vacation, and Days Off during Leave:
  - (i) For the purposes of calculating pension, and other benefits, employment after the termination of Maternity Leave shall be considered to be continuous with employment before the commencement of the leave.
  - (ii) Vacation days will continue to accrue during maternity leave, but days off for Company recognized holidays, Company designated days off and flex days will not be accumulated.
  
- e) Maternity leaves will be granted without pay.
  
- f) Supplementary Unemployment Benefit (SUB)
  - (i) The Company will pay the equivalent of the employee's Short-Term Disability entitlement (70 or 100%) for the two (2) week waiting period for Unemployment Insurance benefits.



- (ii) The Company will top-up the Unemployment insurance benefits to the employee's normal Short-Term Disability level (70 or 100%) for an additional six (6) weeks.
- (iii) Taxes and regular benefit deductions for items such as MSP, LTD, etc., will continue to be deducted from the amounts paid by the Company.
- (iv) Before the SUB payments can be issued, employees must provide the HR Information Centre with the Unemployment Insurance payment stub and proof of the child's birth.

**9.07 Parental Leaves**

- a) To qualify for Parental Leave, the employee must:
  - (i) have completed six consecutive months of continuous employment with the Company;
  - (ii) apply in writing at least four weeks prior to the estimated commencement of the leave;
  - (iii) provide the Company with a doctor's certificate certifying pregnancy, or a certificate from a recognized agency or appropriate legal documents confirming the adoption; and
  - (iv) advise the Company in writing of the intended length of leave.
- b) Duration of Leave
  - (i) The maximum duration of Parental Leave will be thirty-five (35) weeks.
  - (ii) Parental leave may be taken by either parent or both provided that the combined length of leave for both parents does not exceed the maximum 35 weeks and that both parents do not take leave at the same time.
  - (iii) The leave must be taken within the 52 weeks period beginning:
    - o on the day the child is born; or
    - o on the day the child (adopted or newborn) comes into the actual care and custody of the employee
- c) Reinstatement of Employment after Leave
  - (i) An employee who resumes employment on the expiration of leave granted in accordance with this paragraph shall be reinstated by the Company in a position occupied at the time the leave commenced or in a comparable position at the same location with not less than the same wages and benefits.
  - (ii) An employee who does not resume his or her duties at the expiration of the leave shall be deemed terminated.
- d) Entitlement of Pension, Benefits, Vacation and Days Off during Leave
  - (i) For the purpose of calculating pension and other benefits, employment after the termination of Parental Leave will be considered to be continuous with employment before the commencement of the leave.
  - (ii) Vacation days will continue to accrue during Parental Leave, but days off for Company recognized holidays, Company designated days off and flex days will not accumulate.
- e) Parental Leave will be granted without pay.

**9.08 Witness or Jury Duty**

- a) An employee summoned to court to serve on a jury or to give evidence as a witness must, by law, attend. Employees summoned and who expect to be absent a full working day or longer, shall inform their direct leader immediately so that arrangements can be made to cover their duties.
- b) Employees will receive their normal salary during the jury duty or witness leave. Any monies received by the employee for jury duty or witness fees, should be submitted to the HR Information Centre in the form of a cheque, upon the employee's return to work. The amount of the cheque will be coded to the employee's home cost center.
- c) This section does not apply in circumstances where an employee is taking court action, either as plaintiff or defendant. Refer to "Leave for Personal Reasons" section in this policy.

**9.09 Personal Reasons**

- a) A leave of absence may be granted for compelling personal reasons, provided adequate arrangements can be made for the employee's responsibilities during the absence.
- b) The leave will not be granted if significant expenses to the Company will result.
- c) A leave of more than 30 consecutive calendar days must receive approval of the Manager of the area or division.
- d) A personal leave of absence is normally granted without pay.

**9.10 Military Leave**

- a) Employees who are members of a reserve component of a branch of the armed services may be granted a military leave of absence for temporary active duty of up to two weeks for field training.
- b) To qualify, employees must submit a statement of military pay allowance with the request for leave of absence.
- a) The Company will maintain regular pay less the amount of military pay and allowances.

**9.11 Service in Public Office**

- a) An employee who stands as an official party candidate for election to the House of Commons or a provincial legislative assembly, or an employee who acts as the official campaign manager for an official party candidate in a federal or provincial election, may apply for a maximum of six (6) weeks leave of absence with pay immediately prior to the election date.
- b) An employee who is required to resign from the Company as a result of being elected will be given priority status for employment at the end of their term of office.
- c) An employee who stands for election for municipal office may apply for a maximum of two (2) week leave of absence with pay, immediately prior to the elected date. The amount of leave will be related to the size of the municipality involved. If elected, the employee is expected to utilize off-duty hours as much as possible and time

taken by the employee during hours of work shall be subject to prior approval by the employee's direct leader. If the employee requires time off on a regular basis, approval of the appropriate Vice President or President is required. If the requirement for time off will exceed 10% of the employee's hours of work, approval of the President is required. There shall be no reduction of pay or benefits.

**9.12 Service in Community Affairs**

The guidelines shall generally be those suggested as above in "Personal Reasons".

## **ARTICLE X - SENIORITY**

**10.01** a) Seniority shall be calculated from the date of employment with the Company's operations as described in Article 2.01 (bargaining unit) and where the date of employment is identical the alphabetical listing of the names of the employees concerned shall be the determining factor unless one or more of the employees hired on the identical date has prior service with the Company. In such an instance, the employee with the longest company service shall be deemed senior.

b) Company service is deemed to be the date of hire as a regular employee with the Company outside the Bargaining Unit. Company service shall be used only for the purpose of computing vacation entitlement and ascertaining eligibility requirements, where such requirements exist, in enrolling in any Company benefit programs available to the employees. Seniority referred to in all other Articles shall be deemed to be bargaining unit seniority unless specifically provided for otherwise.

### **Probationary Period**

**10.02** a) During the first six (6) months of regular employment in the Bargaining Unit, new employees will be considered on probation insofar as continued employment is concerned, After the six (6) month probationary period, seniority shall then be established from the beginning of the probationary period.

b) During the probationary period, new employees will meet with the supervisor as required to review the probationary employee's progress to help ensure a successful completion of the probationary period and provide guidance on areas of concern.

c) Within the third month of employment, a documented progress review will be completed. Such review will be in writing and will be provided to the Local Union and included in the employee's file.

d) In the event there are performance concerns with the employee during the probationary period, the company may request to extend the employee's probationary period by an additional 60 days. Such request will not be unreasonably denied by the Union.

e) When a probationary employee is discharged for just cause, such cause will be provided in writing to the Local Union. The Union may, at its discretion, initiate a grievance.

- f) This clause shall not apply in the case of employees who have permanent continuous employment experience with the Company prior to becoming a member of the Bargaining Unit.

### **Retaining and Accumulating**

**10.03** Seniority shall be retained and shall accumulate during:

- a) Absence from work caused by industrial accident or sickness covered by the Workers' Compensation Act
- b) Short Term Disability Leave
- c) Long Term Disability Leave
- d) Maternity or Parental Leave
- e) Other approved Leaves of Absence

### **Retaining but not Accumulating:**

**10.04** Seniority shall be retained but shall not accumulate during

- a) Termination of employment for a period of less than twelve (12) months caused by layoff.
- b) The first twelve (12) months of employment for Union members who move into a management or staff position. Within the first six (6) months the employee may choose to rejoin the Union. The employee will then have six (6) months to bid on a vacant position that has gone to external recruitment. Upon rejoining the Union, the member's seniority shall begin to accumulate again. After the twelve (12) month period seniority shall be lost.

### **Losing**

**10.05** Seniority shall be lost when:

- a) An employee is discharged and not subsequently reinstated through the grievance or arbitration procedure
- b) An employee resigns
- c) Employment is terminated for a period of twelve (12) months or longer due to layoff
- d) An employee retires
- e) An employee accepts severance and forfeits the right to recall

**10.06** Seniority lists showing Bargaining Unit and Company seniority shall be prepared. The Company will update such lists every three (3) months and forward a copy of the revised list to the Union Executive.

## **ARTICLE XI – FILLING OF VACANCIES**

When a vacancy occurs at any given home-base the following applies:

- The management team consults with the regional team and may determine if the vacancy will remain at the vacated home base or be moved to another home base in the region.
- The Management team consults with the home base team where the vacancy occurs, and will determine what Progression to post for. Employees within the region where the vacancy exists cannot change home base to fill the vacancy unless they are the successful bidder of a Bargaining Unit wide Internal Job Posting.
- All vacancies must be posted Union wide.

### **Hiring Teams**

**11.01** Hiring teams will be used to fill all positions. The hiring team will consist of at least two Union members. The number of Company representatives shall not exceed the number of Union representatives.

The hiring team will be responsible for the following activities:

- a) Determining the qualifications and requirements for the position (including preparing the job posting);
- b) Short-listing candidates based on the qualifications identified,
- c) Conducting interviews and making the final selection; and
- d) In the case of new hires, determining the candidate's initial placement on the progression (not higher than Tech 1) on the basis of the candidates' qualifications and experience.
- e) On successful completion of their probationary period, the new employee will be advanced to the next higher rate.

It is understood if the hiring team cannot reach a consensus, senior management will make the final decision.

### **Postings**

**11.02** If a vacancy is not filled within ninety (90) days of the closing date of the posting, it will be re-posted unless extended by mutual agreement between the Company and the Union.

- a) All regular vacancies in progressions shall be posted on the internal Job Postings site for ten (10) business days, exclusive of Saturday, Sunday and Company recognized holidays. Vacancies will be filled from the qualified bids received providing one of the bidding employees has the required qualifications.

- b) The agreed to Internal Job Posting templates must be used for the applicable progression
- c) The hiring team can specify the trade/ops in all progressions according to operational needs.
- d) Employees can bid on any Progression vacancy for which they hold the Minimum Qualifications.
- e) Teams are encouraged to consider posting to include any Union member if they feel that they are able to fill the vacancy and apprentice the successful applicant. Applicants would be required to pass the appropriate tests to determine suitability for the apprenticeship.
- f) A member of executive will review Job Postings and respond within three (3) business days. If no response, the position will be posted.

### **Hiring**

- 11.03** a) In the case of internal bids there will be no short listing or interviewing of candidates.
- b) Personnel placement resulting from job postings shall be decided on the basis of qualifications and seniority. Qualifications, for the purpose of this agreement, shall be defined as the Minimum Requirements as stated in the job posting, within the posted progression.
  - c) From the qualified bids, if qualifications are relatively equal, the employee with the most seniority will receive the preference.
  - d) External hire employees must remain in their position for one year before being eligible to bid on other posted positions.
  - e) Individual bidding rights may be suspended through the Enbridge progressive discipline process at the Step 4 level. In such a case letters of discipline will include a statement defining the length of time the individuals bidding rights are suspended. This time period will not exceed two years.
  - f) On successful completion of the probationary period, the employee automatically moves to the next higher step.
  - g) External new hires will be placed at a Tech rating according to their qualifications and experience, but no higher than Tech 1 to start.

### **Temporary Assignments**

- 11.04** In filling vacancies on a temporary basis due to illness, injury, leave of absence or emergency, it may not always be possible to apply the rules of seniority, in such instances where the absence is longer than 21 days the Company will consult with the Union.

The Company shall have the right to select employees on a temporary basis for educational or training purposes; Region, Progression and Seniority are considerations in the selection process.

### **Relocation**

- 11.05** a) Union members shall fall under the appropriate section of the Policy and Procedure manual (Employee Moving Expense, Unionized).
- b) Employees will be allowed a Company paid transfer every five years when they are selected to fill a posted job vacancy. Employees must be employed for 2 1/2 years before being allowed the first paid move.

If employees are specifically requested by the Company to move, or the move is justified on compassionate grounds, moving costs will be paid by the Company.

Company paid moves on job postings to Fort Nelson will not be considered as a paid move for purposes of this clause.

- c) Union members will receive up to \$2,500 to defray moving costs not covered by the policy. This will be done by expense claim supported with proper documentation and will be approved by the hiring supervisor.
- d) If there has been no Company paid move in the last ten years, the Company will provide a moving allowance on retirement of up to \$5,000 if the employee move meets the distance qualifications as defined by Revenue Canada Guidelines. All bargaining unit employees are eligible for this allowance which must be supported by receipts, and claimed within 3 years of retirement.

## **ARTICLE XII - SECURITY PLANS AND BENEFITS**

**12.01** Those "Security Plans and Benefits" listed below shall be available to employees covered in this Agreement through the Choices Flexible Benefits Plan. Any proposed changes in benefit coverage or cost sharing arrangements to members of the Union will be discussed with the Union and will only be made with the approval of the Union.

- a) Group Life and Accident Insurance
- b) Short Term and Long Term Disability
- c) Retirement Plan
- d) Savings Plan
- e) Extended Health Benefits
- f) Dental Plan
- g) Vision Care

**12.02** The Company will supply Provincial Healthcare Insurance based on a 50/50 cost sharing of premiums with members.

## ARTICLE XIII - GRIEVANCE PROCEDURE AND ARBITRATION

**13.01** All time periods specified in this Article are exclusive of Saturdays, Sundays and recognized holidays.

**13.02** a) Employees who feel they have been unfairly treated shall take up their complaint in the following manner:

Step 1: With the supervisor, with or without their delegate within ten days of the date of occurrence or the date they were first aware of, or reasonably could have been aware of the occurrence. The supervisor shall give their answer within three days.

Step 2: In the event a settlement cannot be reached in Step 1, the matter shall be presented in writing to the supervisor within three days of the supervisor's previous decision. The immediate supervisor will consult with the Director/Regional Manager and shall render a decision in writing within three days.

Step 3: In the event settlement cannot be reached in Step 2, the matter shall be referred to the Union. If the Union feels that the employee's complaint is justified, the matter will be presented in writing to the appropriate General Manager within ten days of the Regional Manager's decision in Step 2, except as provided in clause 13.10. The General Manager or their designate shall meet with the appropriate delegate to discuss the grievance and shall render a written decision within five days of the meeting with the delegate.

b) In respect of any grievance involving a group or groups of employees, the grievance procedure may be commenced at Step 3 in the name of the Union.

c) All time periods specified in Steps 1, 2, and 3 may be extended by mutual agreement.

**13.03** a) Any grievance which has proceeded through the procedures set forth above and is not settled to the satisfaction of both parties to this Agreement, may be submitted to Arbitration upon written notification by either party to the other. Such notification shall be given within thirty days of the completion of the procedure taken above otherwise the appropriate General Manager or designate's decision shall become final and binding.

b) The notice shall state the matter at issue and in what respect the Agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also state the nature of the relief or remedy sought.

**13.04** Upon receiving such notification, the Union and Company shall agree on an Arbitrator. If an Arbitrator is not agreed upon, both parties may request the Federal Minister of Labour appoint such an arbitrator.

**13.05** The Arbitrator should commence hearings on the matters presented as soon as possible.



- 13.06** The Arbitrator shall have the authority to determine whether the case is in fact a matter for Arbitration.
- 13.07** The Arbitrator shall have the authority only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute.
- 13.08** The Arbitrator shall render a decision within fifteen days of the completion of the hearing. The Arbitrator's decision shall be in writing and shall be final and binding upon the parties to this Agreement and upon any employee affected by the decision.
- 13.09** The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 13.10** In the event employees are discharged or suspended they may start their appeal in Step 3 of the grievance procedure, but it must be started within seven days of the discipline. If the Arbitrator rules employees have been unjustly disciplined, discharged or suspended, the Arbitrator may order reinstatement with back pay and restoration of all other rights including seniority.

When hearing a grievance over discipline, the Arbitrator shall determine if the Company interpreted the Agreement correctly and thereof, if the discipline was justifiable by this Agreement.

## **ARTICLE XIV - JOB SECURITY AND SEVERANCE PAY SCHEDULE**

### **Contracting**

- 14.01** a) This clause does not apply to; new construction contracts, extensive major repairs to operating units, specialty work and excessive seasonal work. If it is necessary to contract out work in accordance with this clause, the Company shall inform the Union as to: the number of contract employees involved, the work the contract employees will be performing, the estimated duration of the work, and the reasons for the contracting requirements.
- b) The Company will meet at the Union's request to discuss the contracting out of work to which this clause applies. The Union may make recommendations regarding the utilization of the work force to minimize the use of contractors and the Company will consider any such recommendation.
- c) The performance of work for the Company by contractors under this clause, will not cause the layoff, demotion, termination or defer the recall of employees.

### **Company Layoff Notice**

- 14.02** The Company will notify the Union six months in advance of its intent to take any action which would result in the layoff or termination of any employee covered by this agreement.
- a) Upon giving such notice, the Company will meet with the Union to discuss the impact and alternatives available to resolve the issues arising from these changes.

- b) The Company, in cooperation with the Government, agrees to participate in every way possible in training and re-training any employee.

### **Bumping**

**14.03** If, as a result of circumstances, it becomes necessary to demote or lay off employees, voluntary termination will be the first consideration. If layoffs are still necessary, seniority within the affected progression will be the governing factor. If seniority is equal, Company seniority will govern. Any termination under this article will be subject to the severance provisions as per article 14.05.

- a) Any member to be laid off shall have the right to replace or bump the most junior employee in their progression.

Should the affected employee not have the seniority to remain in their own progression that employee has the right to bump the most junior employee in the bargaining unit, regardless of location, where he/she meets the skills and qualifications required to maintain operations for the position into which the employee seeks to bump.

It is understood that the "bumped" employee will also have the right to exercise their seniority and bump the most junior employee in the bargaining unit, regardless of location, where he/she meets the skills and qualifications required to maintain operations for the position into which the employee seeks to bump.

- b) If more than one member is being laid off, the number of members being laid off creates a pool of "at-risk" junior members of the same number, regardless of location. In this case, the most senior member being laid off has the first choice to bump any position in the "at-risk" pool. The second most senior member being laid off then has the option to bump any of the remaining positions. This process is repeated until all of the members being laid off have either bumped a more junior position or resigned from the company.
- c) In the event that one or more of the senior members chooses to leave the Company rather than bump one of the "at-risk" junior members, then each bumped junior member has the right, in order of seniority, to bump a more junior member in the "at-risk" pool.
- d) For the purposes of bumping, apprentices will remain in the progression they were in prior to starting their apprenticeship until they have completed that apprenticeship.
- e) Any moves resulting from the bumping process are not considered paid moves for the purposes of clause 11.05.

**14.04** Where there is an increase in the working force after a lay off, employees will be rehired in the reverse order of lay off, provided they have the necessary qualifications to perform work available. If a person does not report within seven days of the Company sending notification by registered mail, the Company has no further obligation to that person.

## **Severance Schedule**

**14.05** Employees who are laid off due to changing business requirements, technological change or automation, provided the employee forfeits the right to recall, shall be entitled to severance pay in accordance with the following.

- a) Voluntary and involuntary terminations will be subject to the following severance package:
  - (i) Severance payment of 2/3 of a month's base pay per year of service rounded up to the nearest complete month (formula: years of service rounded up to nearest month x 2/3 of base monthly salary). The minimum payment will be three months pay, the maximum will be 24 months pay;
  - (ii) An additional 15% in lieu of benefits (formula: 15% of severance amount).
  - (iii) One month of career transition counseling services by the out-placement service provider;
  - (iv) \$3,500 for a further two months of out-placement services OR up to \$3,500 reimbursement for education/retraining expenses OR the purchase of tools for the trade of the person terminated for a period of 24 months following the termination of employment (must be supported by receipts). The employee must indicate their choice by the end of the period of time equal to the number of months severance; and
  - (v) Up to \$5,000 reimbursement for reasonable and justified relocation or job interview expenses if required. The \$5,000 relocation allowance will be available to employees for up to one year (must be supported by receipts). The move must meet the distance qualifications as defined by Revenue Canada Guidelines. Relocation receipts must be claimed within one year and must follow the Policy Employee Moving Expense, Unionized.
- b) The Company agrees that if a employee is requested by the Company to move his/her "home base" that employee can accept the move, or, failing that, accept a severance package.

## **ARTICLE XV - WORK CLOTHING**

- 15.01**
- a) The Company agrees to reimburse employees for the expense of washing two pairs of coveralls or work suits per week or one pair of insulated coveralls or one parka per month upon submission of laundry receipts. The Company will not make any special arrangements where laundry services do not exist, and washing machines have been provided by the Company for this purpose.
  - b) The Company will provide an appropriate parka or insulated coveralls to each employee every three years or as required. If an individual receives a parka or insulated coveralls on an "as required" basis, that individual will not be eligible for another parka or insulated coveralls for three years from date of issue or as required.

- c) The Company will supply an initial issue of the appropriate work clothing in the form of four sets of shirts and pants or four coveralls or any combination thereof and replace two sets every three years or as required. If an individual receives work clothing on an "as required" basis, that individual will not be eligible for additional work clothing for three years from date of issue or as required.
- d) The Company agrees to do all repairs to Company Supplied Clothing.
- e) The Company will contribute per the Allowances Table once a year toward the purchase of CSA approved safety-toed shoes, boots or winter boots. An employee may use up the current and following year's allowance to purchase both summer and winter boots, or buy a more expensive pair of boots in one year.
- f) Employees must use the preferred vendor for all work clothing. If this is not possible they must get prior approval from their Supervisor before purchasing.

## **ARTICLE XVI – MISCELLANEOUS**

### **Paid Medical Visits Out of Fort Nelson and Chetwynd**

- 16.01**
- a) Upon receipt of a doctor's certificate and written referral for medical/dental specialist services not available for those employees residing in Fort Nelson or Chetwynd, the Company will pay travel costs from Fort Nelson or Chetwynd to Fort St. John and return, for employees or members of their families.
  - b) Each family member will be limited to four (4) trips per year. However, if the referral is for a dependent child, the Company will allow the travel costs for one parent to accompany the child and such parent's travel costs will not be considered part of that parent's four trips for that year.
  - c) Medical trips may be banked to a maximum of eight (8) trips per year per dependent family member.
  - d) If travel is by vehicle, employees will be reimbursed in accordance with "Personal Vehicle Business Kilometre Reimbursement" for the trip regardless of the number of family members traveling.
  - e) For those employees residing in Fort Nelson, airfares will be reimbursed at cost upon receipt of proof of ticket purchase. Vehicle travel expenses will be limited to a maximum of the equivalent airfare, Fort Nelson to Fort St. John and return.
  - f) For the purposes of vehicle travel, the distance shall be calculated on a round trip basis of eight hundred and fifty (850) kilometres for Fort Nelson, and three hundred and fifty (350) kilometres for Chetwynd.
  - g) In addition to the above noted travel expenses a per diem allowance of \$150, for a maximum of two days will be paid to offset accommodation and other expenses. The maximum of \$150 per day will be paid regardless of how many persons travel on each referral.

## **WorkSafe BC**

**16.02** When employees suffer loss of time due to injuries and qualify for Workers' Compensation payments, the Company shall continue to pay employees their regular rate of pay. Payments made by the WorkSafe BC shall become the property of the Company. This provision shall apply only if employees are willing to perform any duties of which they are capable and are willing to follow all WorkSafe BC plans. This provision will remain in effect until each recipient's case is finalized by WorkSafe BC.

## **Personal Safety**

**16.03** Employees who feel they are being asked to perform unsafe acts need to refer to the Canada Labour Code Part 2, Section 128.

## **Supervisors Performing Work**

**16.04** Management personnel (including Supervisors/Coordinators) will not do work assigned to employees covered by the Progressions in this Collective Agreement except in the following situations:

- a) Emergencies;
- b) In the instruction of employees;
- c) In experimental work and performance tests which require special techniques and knowledge,
- d) Where qualified personnel are not available,
- e) This clause does not apply to the transportation of materials or parts which can be carried in a supervisor's vehicle when the supervisor is performing their normal duties.

## **Guidelines for Second Trade Apprenticeships**

**16.05** The implementation of "Second Trade" apprenticeships is intended to encourage the continued professional development of tradespeople, to the mutual benefit of the individual and the Company. It is understood that the decision to embark on a Second Trade apprenticeship be a supervisory decision based upon the requirements of the workplace.

This clause will describe the agreement between the Company and the Union regarding "Second Trade" Apprenticeship guidelines and procedures. Except as described below, guidelines pertaining to first trade apprenticeships shall apply.

When an apprentice is engaged in a second trade apprenticeship, formal apprenticeship school time will be sponsored 60% by the Company and 40% by the apprentice. The apprentice's portion of the training time may be composed of any combination of: Vacation, Travel Days, Earned Days, Floating Stats, Banked Days, or Unpaid Leave.

For the purpose of second trade apprenticeship training only, the following banking guidelines shall apply:

- a) Banked time may be accumulated in excess of the current maximum of 80 hours per year.
- b) The total apprentice sponsored school time may be banked; however, it is understood that the present 80 hours bankable per year must be included, and this time will be considered to be used prior to any subsequent banked time.
- c) Restrictions on banking shall be lifted for shifts where banked time is not allowed.
- d) Straight Time Premium hours shall be bankable on an hour for hour basis.
- e) In the event that additional time (in excess of existing 80 hours per year) is banked, but not required for school, it shall be paid out per clause 5.08.
- f) An employee banking time for a second trade will bank time for time. No earned days will be accumulated (e.g., 4 weeks of time to attend school equals 152 hours).
- g) The Company will pay 60% of the apprentice's portion of the tuition and associated fees.
- h) Any carryover of unused vacation time shall be in accordance with the Company policy and by mutual agreement of the apprentice and local management.
- i) An apprentice will stay in the progression of their first trade until they have fully completed and are certified in their second trade. The employee can then make a one-time decision and choose which progression they will be placed in. If they do not choose, they will remain in their first trade progression. This does not apply to the Optech Progression.

## **ARTICLE XVII – KWOEN GAS PLANT**

**17.01** Kwoen Plant will have its own delegate.

### **Seniority**

**17.02** Seniority shall be calculated from the date of regular employment as per **Clause 2.07**. Where the date of employment is identical Union seniority will be calculated per clause 10.01 a).

### **Home Base**

**17.03** Home base for Kwoen employees will be Enbridge's Administrative offices at the Chetwynd Pipeline Shop in Chetwynd:

Kwoen employees will report to work at the Kwoen Gas Plant by the scheduled shift start time;

### **Kwoen Shift and Hours of Work**

**17.04** Twelve Hour Shift - Kwoen Plant

This shift is a 12-hour shift with a cycle time of 28 days. The cycle can be described as: 7 days, 7 days off, 7 nights, 7 days off.

- a) The shift will average a forty-two hour work week. Hours will be averaged to provide for a thirty-eight hour pay period. Hours thirty-nine to forty-two of the work schedule will be paid at premium double time
- b) If unforeseen problems arise from the twelve-hour shift, either party to this Agreement may request a review of the schedule.

If it is necessary for the shift schedule to change as a result of the above, no premium pay will be paid if the change in shift schedule was at the employee's request.

- c) For the purposes of pay and scheduling, the week will start at 7:00 a.m. Monday and the workday will start at 7:00 a.m.
- d) **Bank time:** Employees working the twelve-hour shift are eligible to bank up to eighty four hours per year per clause 5.11. Kwoen employees shall be able to take bank time on night shift which modifies clause 5.11 c).
- e) **Earned Days:** Kwoen employees shall receive **no** earned days off.

f) **Shift Differential:**

Day Shift:

The day shift differential is **2.4%** for the twelve-hour period 7 a.m. to 7 p.m.

Night Shift:

The night shift differential is **6%** for the twelve-hour period 7 p.m. to 7 a.m.

### **Statutory Holidays**

**17.05** Shall be per Article VIII of the Collective Agreement.

**Payment:**

Kwoen employees who work on a Statutory Holiday shall receive 12 hours pay at double time (2X) + 12 hours Statutory Holiday pay.

Kwoen employees who are not working when a statutory holiday falls will receive 12 hours Statutory Holiday pay.

### **Travel Time**

**17.06** Employees who must use a Special Circumstances vehicle (as defined by the Enbridge vehicle policy) on radio controlled roads to access their work site, and are not doing so on Company time, shall receive \$30.00 per day. This allowance will not be tied to any future salary increases, but shall remain a flat rate unless otherwise negotiated.

### **Postings**

**17.07** Kwoen progression postings can specify the required ticket or qualification needed on the internal posting templates.

## ARTICLE XVIII – SIKANNI

### Seniority

**18.01** Seniority shall be calculated from the date of regular employment as per **Clause 2.07**. Where the date of employment is identical Company service shall be the determining factor.

### Home Base

**18.02** Home base for Sikanni employees will be Enbridge's Administrative offices at 301 in Ft Nelson;

- a) On shift change day Sikanni employees will report to Charlie Lake by 8:00 am;
- b) If Sikanni employees reside North of the Sikanni Gas Plant and are not reporting to Charlie Lake they must leave their primary residence no later than 8:00 AM to report for their shift.
- c) Those Sikanni employees not utilizing the Company shift change truck shall not be compensated for the use of their own vehicle. For future purposes the location of the shift change truck shall be where the majority of Sikanni employees report for work. In the event that employee's cannot agree on the location of the truck it will be designated by the Company.

### Sikanni Shift and Hours of Work

- 18.03**
- a) Shift shall be 8 days on, 6 days off;
  - b) Hours of work shall be from 8:00 AM – 6:00 PM with a ½ hour paid lunch;
  - c) Sikanni employees will not be eligible for banked time (Clause 5.11);
  - d) Employees will perform "night check";
  - e) The designated "on call" person will receive 2 hours straight time at their rate for the shifts when they are on call. The Team will designate the "on call" person;
  - f) Sikanni Gas Plant employees will have their bi-weekly pay adjusted by an amount to be determined by both parties adjusted over 26 pay periods to adjust their pay to match hours worked.
  - g) Statutory holidays will be paid 10 hours.

### Earned Days

**18.04** Sikanni Gas Plant employees shall receive 120 hours of earned days.

### Shift Differentials

- 18.05**
- a) Clause 4.04 Continuous Operating Premiums will not be applicable to the Sikanni Gas Plant.



- b) The Designated Shift Engineer will be paid at Tech 3 rate for all hours worked as the Designated Shift Engineer.

### **Home Base**

- 18.06** If Sikanni Gas Plant were to be permanently closed, Sikanni employees will be eligible for a severance package per clause 14.05.

### **Paid Medical Visits out of Fort Nelson**

- 18.07** Article XVI, **Clause 16.01** shall only apply to Sikanni employees whose primary residence is in Fort Nelson.

### **Letter of Understanding**

- 18.08** The Housing Letter of Understanding shall not apply to Sikanni members.

### **Sikanni Plant Progression**

- 18.09** Sikanni Gas Plant employees shall be required to obtain a valid 4<sup>th</sup> Class Steam Certification and GPO's, however, a third class steam ticket will also qualify for a Tech 1 rate in the Sikanni progression.

- 18.10** The Union and the Company agrees to undertake a review of the Technician 2 "cap" as the Sikanni Plant Progression during negotiations for the next Collective Agreement. The Sikanni members will supply the Company with evidence that there is increased value being delivered at Sikanni Gas Plant in order to assist the Union and the company in its review.

## **ARTICLE XIV – DAWSON PLANT**

- 19.01** The Union will have a delegate from the Dawson Plant.

### **Seniority**

- 19.02** Seniority shall be calculated from the date of regular employment as per **Clause 2.7**. Where the date of employment is identical Union seniority will be calculated per clause 10.1 (a).

### **Home Base**

- 19.03** Home base will be Dawson Creek but employees will report to work at the Dawson Plant by the scheduled shift start time;

### **Statutory Holidays:**

- 19.04** Shall apply per Article VIII of the Collective Agreement.

#### **Payment:**

- Dawson Plant employees who work on a Statutory Holiday shall receive 12 hours pay at double time (2X) + 12 hours Statutory Holiday pay.
- Dawson Plant employees who are not working when a statutory holiday falls will receive 12 hours Statutory Holiday pay.

**19.05** Dawson Plant Optech Progression postings can specify the required ticket or qualification needed on the internal posting templates.

**19.06** The progression that shall be used at the Dawson Plant is the Optech Progression.

**Twelve Hour Operating Shift – Dawson Plant \***

This shift is a 12-hour shift with a cycle time of 147 days.

The cycle can be described as:

- 7 nights, 7 days off,
- 7 days, 7 days off,

1. If unforeseen problems arise from the twelve-hour shift, either party to this Agreement may request a review of the schedule.
2. The twelve-hour shift schedule will not necessarily include one weekend off each and every individual calendar month as per Article 3.02.
3. For the purposes of scheduling, the workday will start at 7:00 a.m.
4. There shall be no earned days off as in Article 3.04 while on the twelve-hour shift. The 38 hour work week is achieved by scheduling 1 set of 7x12 shifts off in 147 days.
5. If a member successfully bids into the Dawson Plant with accumulated earned days from their previous position, it is understood that the employee will use the earned days prior to the date of transfer or will be paid out.
6. Employees working this shift schedule will be eligible to bank up to 84 hours per year.
  - a) Scheduling of all banked overtime must be mutually agreed upon between employees and supervision. If time off is not requested by year end, or mutual agreement is not reached:
    - (i) Outstanding banked time will be paid at straight time, at the base rate of pay in effect at the time overtime was banked;
    - (ii) The Company will have the right to schedule time off provided employees receive at least one day's notice and days off are continuous.
  - b) If banked overtime time off has been scheduled and workload requirements change, the Company shall have the right to reschedule the time off at a mutually agreed time. The Company agrees to reimburse a member for non-refundable expenses incurred to book travel or accommodation if banked time has to be re-scheduled.
  - c) The use of bank time by a member will not be covered off by casual employees, contractors or overtime by other members and must be agreed to by the supervisor.

**Overtime**

7. Overtime at two times regular pay will be paid when an employee has had to work more than fourteen hours. They will continue on the premium rate until having ten hours of unbroken free time.

8. Shift differential will be paid as follows:

**Day Shift Differential** is 2.4% of the Technician I hourly base rate for the twelve-hour period 7 a.m. to 7 p.m.

**Night Shift Differential** is 6% of the Technician I hourly base rate for the twelve-hour period 7 p.m. to 7 a.m.

**Vacations: 12 hour Shift**

9. Vacations for those employees that work twelve hour shifts are calculated in shifts off so that the number of hours of vacation match as closely as possible the number of hours off provided to an eight hour worker.

**Vacation:** Vacations to be converted to hours,  
i.e.: four weeks equals one hundred and sixty hours.

Minimum vacation time to be taken at forty-eight hour blocks

Vacations to be calculated in shifts of:

1 - 9 years get:	10 shifts off
10 - 17 years get:	13 shifts off
18 - 24 years get:	17 shifts off
25+ years get:	20 shifts off

This equates in terms of hours off for the 1 - 9 years employee (one hundred and twenty hours on either the eight or twelve hour shift) and the 25+ year employee (two hundred and forty hours). The 10 - 18 year employee receives one hundred and fifty-six hours off and four hours extra pay to equate to the eight-hour worker who receives one hundred sixty hours off (twenty days). The 20 - 24 year employee receives two hundred and four hours off but only receives pay for two hundred hours to equate to the eight-hour worker who gets two hundred hours off (twenty-five days).

Vacation scheduling is then administered by the scheduler to ensure adequate coverage. Employees are generally not permitted to break up shift blocks for vacation unless absolutely unavoidable.

10. For those employees that are required to fulfill the role of Shift Engineer (4<sup>th</sup> class ticket coverage) an allowance of 4% of base pay (i.e. Tech rate of pay) will be paid for hours worked in that role. This allowance does not form a part of the employee's base pay.

See also:

*Dawson Plant Letter of Understanding dated May 12, 2011 page #79*

*Optech Single Line of Progression Letter of Understanding page #84*

*Outage Turnaround Wage Rates Letter of Understanding page #90*

**ARTICLE XX – Fort Nelson Northern Complex (FNNC)**

**20.01** The Union will have 2 representatives from the FNNC.

## Seniority

**20.02** Seniority shall be calculated from the date of regular employment as per **Clause 2.07**. Where the date of employment is identical Union seniority will be calculated per clause 10.01 (a).

## Home Base

- 20.03** a) Home base will be 301 Complex. Employees will report to work at the FNNC by the scheduled shift start time.
- b) Trip Allowance – The Company will provide transportation to employees from 301 home base to the FNNC and return. For each one way trip, the trip allowance will be calculated at their straight time hourly rate for time spent travelling. Employees travelling within their working hours will not receive a trip allowance for that time.
- c) Northern Allowance – For employees of the FNNC the Northern Allowance will be determined based on employee's residence rather than work location.

## Statutory Holidays

**20.04** Shall apply per Article VIII of the Collective Agreement.

Payment:

- FNNC employees who work on a Statutory Holiday shall receive 12 hours pay at double time (2X) + 12 hours Statutory Holiday pay.
- FNNC employees who are not working when a statutory holiday falls will receive 12 hours Statutory Holiday pay.

## Hiring

**20.05** FNNC Optech Progression postings can specify the required ticket or qualification needed on the internal posting templates.

**20.06** The progression that shall be used at the FNNC is the Optech Progression.

## Twelve Hour Operating Shift – Fort Nelson Northern Complex (FNNC)

This shift is a 12-hour shift with a cycle time of 147 days.

The cycle can be described as:

- 7 nights, 7 days off,
  - 7 days, 7 days off,
1. If unforeseen problems arise from the twelve-hour shift, either party to this Agreement may request a review of the schedule.
  2. The twelve-hour shift schedule will not necessarily include one weekend off each and every individual calendar month as per Article 3.02.
  3. For the purposes of scheduling the workday will start at 7:00 a.m.
  4. There shall be no earned days off as in Article 3.04 while on the twelve-hour shift. The 38 hour work week is achieved by scheduling 1 set of 7x12 shifts off in 147 days.

5. If a member successfully bids into the FNNC with accumulated earned days from their previous position, it is understood that the employee will use the earned days prior to the date of transfer or will be paid out.
6. Employees working this shift schedule will be eligible to bank up to 84 hours per year.
  - a) Scheduling of all banked overtime must be mutually agreed upon between employees and supervision. If time off is not requested by year end, or mutual agreement is not reached:
    - (i) Outstanding banked time will be paid at straight time, at the base rate of pay in effect at the time overtime was banked;
    - (ii) The Company will have the right to schedule time off provided employees receive at least one day's notice and days off are continuous.
  - b) If banked overtime time off has been scheduled and workload requirements change, the Company shall have the right to reschedule the time off at a mutually agreed time. The Company agrees to reimburse a member for non-refundable expenses incurred to book travel or accommodation if banked time has to be re-scheduled.
  - c) The use of bank time will not be covered off by casual employees, contractors or overtime by other members and must be agreed to by the supervisor.

**Overtime**

7. Overtime at two times regular pay will be paid when an employee has had to work more than fourteen hours. They will continue on the premium rate until having ten hours of unbroken free time.

8. Shift differential will be paid as follows:  
**Day Shift Differential** is 2.4% of the Technician I hourly base rate for the twelve-hour period 7 a.m. to 7 p.m.

**Night Shift Differential** is 6% of the Technician I hourly base rate for the twelve-hour period 7 p.m. to 7 a.m.

**Vacations: 12 hour Shift**

9. Vacations for those employees that work twelve hour shifts are calculated in shifts off so that the number of hours of vacation match as closely as possible the number of hours off provided to an eight hour worker.

**Vacation:** Vacations to be converted to hours,  
 i.e.: four weeks equals one hundred and sixty hours.

Minimum vacation time to be taken at forty-eight hour blocks  
 Vacations to be calculated in shifts of:

1 - 9 years get:	10 shifts off
10 - 17 years get:	13 shifts off
18 - 24 years get:	17 shifts off

25+ years get:      20 shifts off
-----------------------------------

This equates in terms of hours off for the 1 - 9 years employee (one hundred and twenty hours on either the eight or twelve hour shift) and the 25+ year employee (two hundred and forty hours). The 10 - 18 year employee receives one hundred and fifty-six hours off and four hours extra pay to equate to the eight-hour worker who receives one hundred sixty hours off (twenty days). The 20 - 24 year employee receives two hundred and four hours off but only receives pay for two hundred hours to equate to the eight-hour worker who gets two hundred hours off (twenty-five days).

Vacation scheduling is then administered by the scheduler to ensure adequate coverage. Employees are generally not permitted to break up shift blocks for vacation unless absolutely unavoidable.

10. For those employees that are required to fulfill the role of Shift Engineer (2<sup>nd</sup> class ticket coverage) an allowance of 6% of base pay (i.e. Tech rate of pay) will be paid for hours worked in that role. This allowance does not form part of the employee's base pay.

See also:

*FNNPF Letter of Understanding dated May 12, 2011 page #81*

*FNNPF Letter of Understanding (Staffing) dated August 30, 2011 page #82*

*Optech Single Line of Progression page #84*

*Outage Turnaround Wage Rates Letter of Understanding page #90*

## **ARTICLE XXI - DURATION**

The parties agree that this Agreement shall be renewed for the period of three (3) years from April 1, 2017 to March 31, 2020.

This Agreement shall also remain in full force and effect from year to year thereafter unless either party gives notice in writing at any time within from four (4) months immediately preceding the date of expiry, of its desire to amend or terminate this Agreement or enter into negotiations for the purpose of amending the Agreement. If notice to amend or terminate is given under this provision, the parties will meet without delay, but in any case within twenty (20) days after the notice was given unless the parties agree otherwise.

Memorandum of Agreement

**Enbridge (The Company)  
and  
Unifor, Local 4960 (The Union)**

This Memorandum will confirm the unanimous recommendation of the Union Committee's full and final agreement, subject to ratification, reached on April 12, 2018 between the Company and Local 4960 respecting the Collective Agreement for the period of April 1, 2017 to March 31, 2020.

The terms of the agreement are:

- Changes to Collective Agreement language as attached.
- All items will be effective from the date of ratification, unless otherwise specified.
- Wage increases of 2% effective January 1, 2018; 2.5% effective January 1, 2019.
- General wage increases of 2% effective January 1, 2018 and 2.5% effective January 1, 2019, will be applied to all wage related premiums and allowances. Revised allowances and premiums are as follows:

<b>Allowances</b>	01-Jan-17	01-Jan-18	01-Jan-19
Boot Allowance (including taxes)	<b>\$304.32</b>	<b>\$310.41</b>	<b>\$318.17</b>
First Aid Ticket	<b>\$1.48</b>	<b>\$1.51</b>	<b>\$1.55</b>
Apprenticeship per diem	<b>\$76.08</b>	<b>\$77.60</b>	<b>\$79.54</b>
Meal Ticket	<b>\$35.37</b>	<b>\$36.08</b>	<b>\$36.98</b>
Day Shift Differential	<b>\$1.13</b>	<b>\$1.15</b>	<b>\$1.18</b>
Night Shift Differential	<b>\$2.82</b>	<b>\$2.88</b>	<b>\$2.95</b>
Northern Allowance - Fort Nelson	<b>\$1,240.34</b>	<b>\$1,265.15</b>	<b>\$1,296.78</b>
Northern Allowance - other locations	<b>\$821.80</b>	<b>\$838.24</b>	<b>\$859.19</b>
Living Out Allowance (incl tax)	<b>\$78.95</b>	<b>\$80.53</b>	<b>\$82.54</b>

<b>Optech Steam Allowance</b>			
Steam Ticket - 1st Class	<b>\$644.29</b>	<b>\$657.17</b>	<b>\$673.60</b>
Steam Ticket - 2nd Class	<b>\$536.91</b>	<b>\$547.64</b>	<b>\$561.34</b>
Steam Ticket - 3rd Class	<b>\$214.76</b>	<b>\$219.06</b>	<b>\$224.53</b>

<b>FNNPF Camp Allowance</b>	<b>\$1,179.09</b>	<b>\$1,202.67</b>	<b>\$1,232.74</b>
-----------------------------	-------------------	-------------------	-------------------

- Effective date of ratification, the Company will remit 5 cents (\$.05) for each regular scheduled hour worked by each regular full time employee who is a member of the Unifor bargaining unit to Paid Education Leave ("PEL"). The Union commits to maintain the principles and governance established with the HSIRTF for administration and reporting of PEL activities to the Company.

- Effective date of ratification, the Company will remit 3 cents (\$.03) for each regular scheduled hour worked by each regular full time employee who is a member of the Unifor bargaining unit to the Canadian Community Fund (“CCF”).

**For Memorandum of Agreement Only:**

- The parties agree that discussions pertaining to the progressions will be referred back to the joint Union/Management meetings for resolution through the term of the Agreement. This will include discussions regarding job coordination duties.
- It is agreed that discussions pertaining to the Fort Nelson North Complex and the Union’s proposal for 8 hours compensation for down time will referred to FNNC Plant Committee for further discussion within 6 months from the date of ratification of the Collective Agreement.
- It is agreed that discussions pertaining to the potential of a valve service apprentice will be referred to the Union/Management Committee for consideration in term.
- It is agreed that discussions pertaining to travel to a remote home base will be referred to the Union/Management Committee for consideration in term.
- The parties agree that as vacancies exist within the Pipeliner Progression at a specific home base, an expression of interest will be sent to all employees within the progression at that home base to provide the opportunity for those employees to express interest in the vacancy. Progression requirements and seniority will be considerations in the selection process. The parties further agree that this does not impede the ability for the Company to assign the workforce should operational requirements dictate. This process does not limit the requirement for employees to work as directed to perform all duties within the progression. Should there be no interest within the existing home base; the vacancy will be posted according to Article 10.
- The parties agree that as vacancies exist within the Fort St. John Gathering area, an expression of interest will be sent to all employees within the home base to provide the opportunity for those employees to express interest in the vacancy. Progression requirements and seniority will be considerations in the selection process. The parties further agree that this does not impede the ability for the Company to assign the workforce should operational requirements dictate. Should there be no interest within the existing home base; the vacancy will be posted according to Article 10.

The agreement shall remain in effect until March 31, 2020 and shall automatically continue in effect for one year periods after March 31, 2020 unless either party provides notice to the other in writing at any time within four months immediately preceding the date of expiry, of its desire to amend or terminate this Agreement.

Signed in Fort St. John, BC this 12<sup>th</sup> day of April, 2018.



## **APPENDIX A - PROGRESSIONS**

Communications Technician

Corrosion Technician

Electrical and Instrumentation Technician

Gas Control Technician

Measurement Technician

Mechanical Technician

Optech

Optech (Kwoen)

Pipeliner Technician

Plant (Sikanni) Technician

Warehouse Technician

Welding Technician

## Communications Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
			<ul style="list-style-type: none"> <li>• Two years of Company experience</li> <li>• New hire technologist (graduate of a recognized two-year technology program)</li> <li>• Valid driver's license</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>• Six months at the Pipe 4 rate</li> </ul>	<ul style="list-style-type: none"> <li>• One year at the Tech 1 rate; and</li> <li>• Capabilities in his/her trade line</li> </ul>	<ul style="list-style-type: none"> <li>• One year at the Tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>• Two years at the Tech 3 rate</li> </ul>
<ul style="list-style-type: none"> <li>• New hire journeyman</li> <li>• Valid driver's license</li> </ul>	<ul style="list-style-type: none"> <li>• New hire journeyman on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>• One year at the Tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>• Two years at the Tech 3 rate</li> </ul>

## Corrosion Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12; valid driver's license, and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year of Company experience</li> </ul>	<ul style="list-style-type: none"> <li>Two years of Company experience</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>Six months at the Pipe 4 rate; and</li> <li>Successful completion of one National Association of Corrosion Engineers (NACE) Course</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 1 rate; and</li> <li>Successful completion of two National Association of Corrosion Engineers (NACE) Courses</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 2 rate; and</li> <li>Successful completion of three National Association of Corrosion Engineers (NACE) Courses</li> </ul>	<ul style="list-style-type: none"> <li>Two years at the Tech 3 rate; Or</li> <li>Successful completion of National Association of Corrosion Engineers (NACE) Corrosion Technologist certification</li> </ul>

## Electrical and Instrumentation Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12, valid driver's license, and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period (6 months)</li> </ul>	<ul style="list-style-type: none"> <li>One year Company experience</li> <li>Individual has to be enrolled in an Apprenticeship program</li> </ul>	<ul style="list-style-type: none"> <li>Individual to have completed the Apprenticeship program</li> <li>There is no automatic progression from Pipe 4 to Tech 1</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>New hire journeyman</li> </ul>	<ul style="list-style-type: none"> <li>New hire journeyman on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year at Tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>Two years at Tech 3 rate</li> <li>And any one of the following:                             <ul style="list-style-type: none"> <li>Second trade ticket</li> <li>Relief operator</li> <li>3<sup>rd</sup> Class license with Air Brake endorsement</li> <li>"C" welding ticket</li> <li>Can work on PLC programming</li> </ul> </li> </ul>

## Gas Control Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12, valid driver's license, and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year Company experience</li> </ul>	<ul style="list-style-type: none"> <li>Two years Company experience</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>Six months at the Pipe 4 rate</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 1 rate</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>Two years at the Tech 3 rate</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>New hire journeyman</li> </ul>	<ul style="list-style-type: none"> <li>New hire journeyman on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year at the tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>Two years at the tech 3 rate</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>Technologist completing probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year at the tech 1 rate</li> </ul>	<ul style="list-style-type: none"> <li>One year at tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>Two years at tech 3 rate</li> </ul>

## Measurement Technician Progression

			Pipe 4 <ul style="list-style-type: none"> <li>• New hire technologist (graduate of a recognized two-year technology program)</li> <li>• Valid driver's license</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>• New hire journeyman</li> </ul>	<ul style="list-style-type: none"> <li>• New hire journeyman on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>• One year at the tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>• Two years at the tech 3 rate</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>• Technologist completing probationary period</li> </ul>	<ul style="list-style-type: none"> <li>• One year at the tech 1 rate</li> </ul>	<ul style="list-style-type: none"> <li>• One year at the tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>• Two years at the tech 3 rate</li> </ul>

## Mechanical Technician Progression

(Millwright, Heavy Duty Mechanic, Pipefitter)

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12, valid driver's license, with minimal work experience</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period (6 months)</li> </ul>	<ul style="list-style-type: none"> <li>One year company experience</li> <li>Individual has to be enrolled in an apprenticeship program</li> </ul>	<ul style="list-style-type: none"> <li>Individual to have completed the apprenticeship program</li> <li>There is no automatic progression from Pipe 4 to Tech 1</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>New hire journeyman</li> </ul>	<ul style="list-style-type: none"> <li>New hire journeyman on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year at Tech 2 rate</li> </ul>	<ul style="list-style-type: none"> <li>Two years at Tech 3 rate</li> <li>And any one of the following:               <ul style="list-style-type: none"> <li>Second trades ticket</li> <li>Relief operator</li> <li>3<sup>rd</sup> class license with air brake endorsement</li> <li>"C" welding ticket</li> <li>Heavy equipment operator</li> <li>Basic complimentary trade skills such as engine analysis or vibration analysis</li> </ul> </li> </ul>

## Optech (Kwoen) Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12, valid driver's license, and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period</li> <li>Training in Plant/Field operations</li> </ul>	<ul style="list-style-type: none"> <li>One year Company experience</li> <li>Part "A" 4<sup>th</sup> Class Power Engineering exams completed</li> <li>Part A Gas Plant Operator (GPO) completed</li> <li>Competent in Plant and Field Operations</li> </ul>	<ul style="list-style-type: none"> <li>Two years Company experience</li> <li>Part "B" 4<sup>th</sup> Class Power Engineering exams complete</li> <li>Part B GPO complete</li> <li>Demonstrated ability to train others in Plant and Field Operations</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>Six months at the Pipe 4 and has completed 4<sup>th</sup> Class educational requirements and GPO Parts C and D completed</li> </ul>	<ul style="list-style-type: none"> <li>One year at Tech 1</li> <li>If not enrolled in a recognized and approved apprenticeship employee will be capped at Tech 2</li> </ul>	<ul style="list-style-type: none"> <li>One year at Tech 2 and enrolled in recognized and approved apprenticeship</li> </ul>	<ul style="list-style-type: none"> <li>Successful completion of apprenticeship</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>New hire journey person</li> <li>Valid driver's license</li> </ul>	<ul style="list-style-type: none"> <li>New hire journey person on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year at Tech 2 and GPO levels A and B complete</li> </ul>	<ul style="list-style-type: none"> <li>Two years at Tech 3 and GPO levels C and D complete</li> </ul>

**NOTE:** On successful completion of his/her probationary period, the new employee will be advanced to the next highest rate. Timelines for the movement from one progression level to another are maximums. The Team and Supervisor have the discretion to advance an employee to the next progression level if the employee has attained the qualification levels required and has demonstrated mastery of the competencies. When posting Kwoen progression positions a specific trade may be posted internally on template postings.



## Optech Progression

	Operation Pipe 1	Pipe 2	Pipe 3	Pipe 4	Operation Tech 1	Tech 2	Tech 3	Tech 4
Grade 12, min work exp.	New hire with minimum Grade 12. Minimum work experience.	Completion of probation.	Part "A" of 4 <sup>th</sup> Class completed. Two of four GPO's completed. Signed off as competent in process <u>or</u> utility area.	GPO's completed.	4 <sup>th</sup> Class completed.	Signed off as competent in process <u>and</u> utility areas.		
						Enrolled in approved apprenticeship program.	Still enrolled in an approved apprenticeship program and signed off as competent in process <u>and</u> utility areas.	Completion of apprenticeship program.
						Completed Part A of 3 <sup>rd</sup> Class.	Completion of 3 <sup>rd</sup> Class and signed off as competent in process <u>and</u> utility areas.	Signed off as board operator.
4th Class			New hire with 4 <sup>th</sup> Class.	Completion of probation.	Completion of GPO's. Signed off as competent in process <u>or</u> utility area.	Signed off as competent in process <u>and</u> utility areas.		
	Enrolled in an approved apprenticeship program.	Still enrolled in an approved apprenticeship program and signed off as competent in process <u>and</u> utility areas.				Completion of apprenticeship program.		
	Completed Part A of 3 <sup>rd</sup> Class.	Completion of 3 <sup>rd</sup> class power and signed off as competent in process <u>and</u> utility areas.				Signed off as board operator.		

	Operation Pipe 1	Pipe 2	Pipe 3	Pipe 4	Operation Tech 1	Tech 2	Tech 3	Tech 4
4th class & GPO's				New Hire with 4th Class and GPO's.	Completion of probation.	Signed off as competent in process <u>and</u> utility areas.		
						Enrolled in an approved apprenticeship program. Signed off as competent in process <u>or</u> utility area.		
						Completed Part A of 3rd Class and signed off as competent in process <u>or</u> utility area.	Completion of 3 <sup>rd</sup> Class and signed off as competent in process <u>and</u> utility areas.	Signed off as board operator.

3rd Class ticket holder					New hire with 3 <sup>rd</sup> Class.	Completion of probation period.	Signed off as competent in process <u>and</u> utility areas. Completion of GPO's.	Signed off as board operator.
								Completion of apprenticeship program.

	Trades			
	Tech 1	Tech 2	Tech 3	Tech 4
Journey person				
	New hire Journey person.	Completion of probation period.	Two of four GPO's completed. Completed Part A of 4th Class. Signed off as competent in process <u>and</u> utility areas.	GPO's and 4 <sup>th</sup> Class complete.

\* Local Management holds the right to manage how many employees will be supported to obtain their 2nd class tickets.

\* Any decisions to hire a 2nd Class new hire above Tech 1 will involve the CPEA Executive because of the Tech 1 new hire cap.

\*Local Management may advance employees to the next level upon attainment of qualifications required and mastery of competencies.

## Pipeliner Technician Progression

(Pigging and Valve Service and Job Coordination)

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12 and a valid driver's license and minimal work experience</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year Company experience</li> </ul>	<ul style="list-style-type: none"> <li>Two years Company experience</li> </ul>

Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>Six months at the Pipe 4 rate; and</li> <li>Qualified pigger</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Valve service helper</li> </ul> <p>Or:</p> <ul style="list-style-type: none"> <li>BC One Call inspector</li> <li>Crossing inspector</li> <li>Line Locating</li> <li>Depth of cover surveys</li> <li>Pipeline sign maintenance</li> <li>Key contact person on site during work activities</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 1 rate; and</li> <li>Qualified pigger</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Valve service helper</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Assist with job execution</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 2 rate; and</li> <li>Qualified valve servicer</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Assist with scheduling and coordination of activities</li> </ul>	<ul style="list-style-type: none"> <li>Two years at the Tech 3 rate; and</li> <li>Ability to do all of the following:               <ul style="list-style-type: none"> <li>Valve service</li> <li>Gas control</li> <li>Hot taps</li> <li>Hydra-static tests</li> <li>Project oversight (inspection)</li> <li>Approve daily time tickets</li> <li>Contract execution</li> </ul> </li> </ul>

## Plant (Sikanni) Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12; valid driver's license and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Complete probation period</li> <li>Training in field operations</li> <li>Training in plant operations</li> <li>6 months or completion of probation period</li> </ul>	<ul style="list-style-type: none"> <li>1 year experience</li> <li>GPO (A-D) or 4<sup>th</sup> Class Steam Ticket</li> <li>Competent in field operations</li> <li>Competent in plant operations</li> <li>Capable of performing routine maintenance as required for the plant/field</li> <li>12 months of field/plant operations experience</li> </ul>	<ul style="list-style-type: none"> <li>2 years experience</li> <li>Demonstrated ability to train others in field/plant operations</li> <li>24 months of field/plant operations experience</li> </ul>

Tech 1	Tech 2
<ul style="list-style-type: none"> <li>6 months at Pipe 4 and GPO (A-D) and 4<sup>th</sup> Class Steam Ticket</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>3<sup>rd</sup> Class Steam Ticket</li> </ul>	<ul style="list-style-type: none"> <li>1 Year Tech 1 rate</li> </ul>

## Warehouse Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12; valid driver's license, and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year of Company experience; and</li> <li>Able to ship, issue, and receive goods (requires computer skills)</li> </ul>	<ul style="list-style-type: none"> <li>Two years of Company experience; and</li> <li>Able to purchase, ship, issue, and receive goods (e.g., a qualified warehouse person)</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>Six months at the Pipe 4 rate; and</li> <li>Able to organize capital projects; and</li> <li>Able to do physical inventories</li> <li>Completion of 1<sup>st</sup> year of Parts &amp; Warehousing apprenticeship program*</li> <li>New hire (Red Seal*) Parts &amp; Warehousing Journeyman</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 1 rate; and</li> <li>Capable of directing the overall operation of the warehouse</li> <li>Completion of 2<sup>nd</sup> year of Parts &amp; Warehousing apprenticeship program</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 2 rate; and</li> <li>Required to direct the daily operations of the warehouse on a regular basis</li> <li>Completion of 3<sup>rd</sup> year of Parts &amp; Warehousing apprenticeship program</li> </ul>	<ul style="list-style-type: none"> <li>Two years at Tech 3 rate and certified Parts &amp; Warehousing Journeyman</li> </ul>

\* The required apprenticeship is the BC or Alberta Red Seal Parts & Warehousing program.

## Welding Technician Progression

Pipe 1	Pipe 2	Pipe 3	Pipe 4
<ul style="list-style-type: none"> <li>New hire with minimum Grade 12, valid driver's license, and minimal work experience.</li> </ul>	<ul style="list-style-type: none"> <li>Pipe 1 new hire on successful completion of probationary period (6 months)</li> </ul>	<ul style="list-style-type: none"> <li>One year Company experience</li> <li>Individual has to be enrolled in the welder's helper apprenticeship or the welding apprenticeship program</li> </ul>	<ul style="list-style-type: none"> <li>Individual to have completed the Welder's Helper apprenticeship program <i>or</i> your "C" level welding certification</li> <li>Welder's helpers are capped at Pipe 4</li> <li>Welder's helper and "C" level certification will not be considered a trade when it comes to dual trades</li> <li>There is no automatic progression from Pipe 4 to Tech 1</li> </ul>
Tech 1	Tech 2	Tech 3	Tech 4
<ul style="list-style-type: none"> <li>New hire journeyman with "B" ticket</li> </ul>	<ul style="list-style-type: none"> <li>New hire journeyman on successful completion of the probationary period</li> </ul>	<ul style="list-style-type: none"> <li>One year at the Tech 2 rate; and</li> <li>A good understanding of the following:                             <ul style="list-style-type: none"> <li>gas control</li> <li>hot tap</li> <li>fabrication</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Two years at the Tech 3 rate; and any one of the following:                             <ul style="list-style-type: none"> <li>Second complimenting trade ticket</li> </ul>                             Or                             <ul style="list-style-type: none"> <li>Operate vehicles requiring a Class 1 drivers license with an air brake endorsement;</li> </ul>                             Or                             <ul style="list-style-type: none"> <li>Heavy equipment operator; or</li> <li>Ability to do the following:                                     <ul style="list-style-type: none"> <li>Gas control</li> <li>Hot tap</li> <li>Fabrication</li> </ul> </li> </ul> </li> </ul>

## APPENDIX B - SHIFTS

The following shifts are the commonly worked shifts. These shifts have been developed over time and best fit the work required of the Union. In the future though, more flexible shifts may be proposed by individual work groups. These new shifts need to be discussed in full with the executive and Company management must approve before they can be implemented.

All schedules must:

- Follow the Prolonged Periods of Work Policy located on the Source under EHS Policies and Procedures.
- Take into consideration: safety, customer service, reliability, coverage, and budget.
- Be planned to minimize overtime.
- Be prepared for discussion and alteration 3 days prior to the 15th of the month.

### Five and Two Shift

The provisions of this schedule are to be as follows:

1. Days worked will be Monday to Friday with hours worked as follows:

Day	M	T	W	T	F	S	S
Work	8	8	8	8	8	X	X

2. The above schedule totals forty hours per week averaged over one week. Therefore, there will be accumulated time off (Earned Days).
3. Banked overtime will be allowed.

### Four and Three (9.5 hour) Shift (Station 2 Shift)

1. The maintenance personnel will be divided into two crews, A and B.
  - **A Crew** will work Monday to Thursday.
  - **B Crew** will work Tuesday to Friday.
2. At Station 2 each crew is to include two E&I personnel.
3. The workday will be 9.5 hours. One half hour for lunch and two 15-minute breaks. This is a total of 38 hours per week.
4. There will be no earned days off. However, you could mutual a maximum of 4 days during November – March to be taken off by April 30th, banking a total of 2 days per month.
5. Overtime banking will stay in effect but will be taken off in blocks of 38 hours.

6. In a week that has a statutory holiday, the workdays shall be 10 hours to make a total of 38 hours in the first month of starting this shift. Subsequent Stats will be paid at 9.5 hours.
7. Vacation is to be scheduled in blocks of 38 hours (4 x 9.5 hours). Number of vacation days times 8 hours, divided by 9.5 hours = number of days (rounded up or down to nearest whole day). When total vacation time exceeds either 120 hours or 160 hours, the excess will be deducted from the individual's Overtime Vacation pay out calculated at the vacation year-end.
8. When this schedule is implemented or terminated, there will be no change in shift schedule premium pay.
9. All other terms and conditions of employment remain in effect.
10. A and B crew wish to switch days off after every 6 months. The switch will happen at the end of the week of January 31<sup>st</sup> and the end of the week of July 31<sup>st</sup>.

### **Twelve Hour Operating Shift**

This shift is a 12-hour shift with a cycle time of 32 days.

The cycle can be described as:

- 4 nights, 4 days off,
- 4 nights, 4 days off,
- 4 days, 4 days off,
- 4 days, 4 days off.

1. If unforeseen problems arise from the twelve-hour shift, either party to this Agreement may request a review of the schedule.
2. If agreement cannot be reached, the operation will revert to an eight-hour day shift schedule. If legislation is adopted which affects pay provisions for hours worked over eight per day, the schedule will revert to an eight-hour day.
3. If it is necessary for the shift schedule to revert to an eight hour day schedule, no premium pay will be paid as the change from eight to twelve hour shift schedule was at the employee's request.
4. The twelve-hour shift schedule will not necessarily include one weekend off each and every individual calendar month as per Article 3.02.
5. For the purposes of scheduling, the week will start at 8:00 a.m. Monday, and the workday will start at 8:00 a.m.
6. There shall be no earned days off as in Article 3.04 while on the twelve-hour shift. Previously accumulated earned days off may not be taken while on the twelve hour shift,



but shall be taken as soon as practical when rotating back to regular day work in accordance with Article 3.04.

7. All other provisions of Article 3.04 will apply.
8. The relief person rotating into this shift must pay back any previously taken accumulated days off that would be unearned due to the twelve-hour shift. This time may not be bought out, but must be worked back.
9. The proposed shift will average a forty-two hour work week. Hours will be averaged to provide for a thirty-eight hour pay period. Hours thirty-nine and forty will be paid at premium straight time and hours forty-one and forty-two of the work week will be paid a premium double time.
10. Banking of overtime will not be allowed while on twelve-hour shift.
11. The employee working this will indicate on their time sheets when they will be paid for their floating statutory holiday.

### **Overtime**

1. Overtime at two times regular pay will be paid:
  - a) Outside scheduled hours except for sickness relief or after a change in shift schedule except as specified in item 2 of Overtime herein.
  - b) When an employee has had to work more than fourteen hours, he will continue on the premium rate until he has had ten hours of unbroken free time.
2.
  - a) When working on a Company recognized holiday or on the day as prescribed in Article 8.03 c), the employee will receive premium pay for eight hours and straight time pay for four hours; in addition to eight hours straight time pay for the Company-recognized holiday.

Reason: At present each shift employee receives eight hours premium pay for Company recognized holiday.

This article is necessary to see that the Company pay the same premium pay to shift workers for company-recognized holidays.

- b) When a company-recognized holiday occurs during a vacation period, the employee shall receive eight hours straight time pay. When a Company-recognized holiday occurs on an employee's day off, the employee shall receive premium pay for eight hours and straight time pay for four hours for the first twelve hours worked when returning to shift (in addition to eight hours straight-time pay for the Company-recognized holiday).
    - c) Shift change premium eight hours at applicable premium pay.

- d) If relieving for sickness the employee will receive eight hours premium pay and four hours straight time pay unless prior to this pay the employee had worked forty hours in the week, then all hours will be a premium pay.

Reason: So sickness relief costs the same premium pay.

- e) No change in shift schedule premium pay if day worker substitutes for shift worker on 8:00 a.m., to 8:00 p.m. shift. The day worker will receive four hours premium pay and eight hours straight time. This will cost the Company four hours extra pay.
- f) Shift differential will be paid per article 4.04 Continuous Operating Premium.

**Vacations: 12 hour Shift**

Vacations for those employees that work twelve hour shifts are calculated in shifts off so that the number of hours of vacation match as closely as possible the number of hours off provided to an eight hour worker.

**Vacation:** Vacations to be converted to hours,  
i.e.: four weeks equals one hundred and sixty hours.

Minimum vacation time to be taken at forty-eight hour blocks.

Vacations to be calculated in shifts of:

1 - 9 years get:	10 shifts off
10 - 17 years get:	13 shifts off
18 - 24 years get:	17 shifts off
25+ years get:	20 shifts off

This equates in terms of hours off for the 1 - 9 years employee (one hundred and twenty hours on either the eight or twelve hour shift) and the 25+ year employee (two hundred and forty hours). The 10 - 17 year employee receives one hundred and fifty-six hours off and four hours extra pay to equate to the eight-hour worker who receives one hundred sixty hours off (twenty days). The 18 - 24 year employee receives two hundred and four hours off but only receives pay for two hundred hours to equate to the eight-hour worker who gets two hundred hours off (twenty-five days).

Vacation scheduling is then administered by the Scheduler to ensure adequate coverage. Employees are generally not permitted to break up shift blocks for vacation unless absolutely unavoidable.

**Operational Eight and Six Shift**

The provisions of this schedule are to be as follows:

- 1. Days worked will be Wednesday to Wednesday with hours worked as follows:

Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Work	X	X	8	8	8	8	8	8	8	8	X	X	X	X

2. The above schedule totals sixty-four hours for a two week period. Therefore, there will be no accumulated time off.
3. A Technician will receive 78 hours pay for each 8-day period worked on this schedule.
4. Normal working hours will be from 8:00 a.m. until 4:30 p.m., with a one-half hour unpaid lunch break.
5. No change of the schedule premium will be paid for the first change to this schedule.
6. No scheduled night checks.
7. Technician on duty will carry an electronic communications device and provide 24-hour coverage with a maximum response time to the work site of one and a half hour and have the use of a Company vehicle while on call with in the 1 ½ hours response time.
8. When working on a Company recognized holiday or on the day as prescribed in Article 8.03 c) of the Agreement, the employee will be paid his normal salary plus the premium rate for eight hours. With the mutual agreement of the Company and the employee, this day can be taken as a day off.
9. Vacations will be scheduled on the 5 and 2, eight hour day.
10. In the event that an employee is required to provide on call coverage for an absent employee, who would normally be on call, 2 hours straight time will be paid for being on call. The employee on call will carry an electronic communications device and provide 24-hour coverage with a maximum response time to the work site of one and a half hours and have the use of a Company vehicle while on call with in the 1 ½ hour response time.
11. Banked overtime will be permitted as per Article 5.11

### **Remote Eight & Six Shift**

The provisions of this schedule are to be as follows:

1. Days worked will be Wednesday to Wednesday with hours worked as follows:

Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Work	X	X	8	8	8	8	8	8	8	8	X	X	X	X

2. The above schedule totals sixty-four hours for a two-week period.
3. A Technician will receive 76 hours pay for each 8-day period worked on this schedule.
4. Banked overtime will not be allowed.
5. Normal working hours will be from 8:00 a.m. until 4:00 p.m., with no night check or 8:00 a.m., until 3:00 p.m. with a night check.

When requested by supervision to work outside the normal 8-on, 6-off, the Company will provide two hours straight time pay per night spent at the location.

6. When an employee working a Remote 8&6 is asked by supervision or gas control to remain at the station for any reason this constitutes standby time and the operator will be paid straight time pay from his/hers normal quitting time until midnight. During that time all normal overtime provisions shall apply.
7. Employees working as full time remote station operators on the 8-on, 6-off schedule will receive 12 Earned Days. These employees may schedule up to eight earned days off provided the employee declares prior to March 1<sup>st</sup> their intention to take these days off as a block of 8 days.
8. When working on a Company recognized holiday or on the day as prescribed in Article 8.03 c), the employee will be paid his normal salary plus the premium rate for eight hours. With the mutual agreement of the Company and the employee, this day can be taken as a day off.
9. Vacations will be scheduled on the 5 and 2 eight-hour days.
10. Technicians may go home 2 nights per shift, but must be back before midnight on those nights. The other 5 nights, may be away a maximum of three hours at a time, back by 9:00 p.m.

**Four Tens Shift**

The provisions of this schedule are to be as follows:

With the mutual agreement of all members of a work team and the Company, there shall be the option of scheduling work at ten hours per day to a maximum of forty hours per week without premium pay. The employee(s) will not be paid for the normally scheduled fifth day.

Days worked will be Monday to Thursday **or** Tuesday to Friday:

Day	M	T	W	T	F	S	S
Work	10	10	10	10	X	X	X

Day	M	T	W	T	F	S	S
Work	X	10	10	10	10	X	X

1. The above schedule totals forty hours per week averaged over one week. Therefore, there will be accumulated time off (Earned Days).
2. Banked overtime will be allowed.
3. Statutory holidays will be paid at 10 hours.
4. Vacation is to be scheduled in 10 hour days.

## **Four On, Six Off Shift (Fort St. John Gas Control)**

**Note:** DT= double time, ST= straight time

Five people on shift; one spare for vacation/sick coverage and special projects. Tentatively shifts will run from 07:00-19:00-07:00 hrs.

This shift consists of 36.5 cycles of 48 hour shifts per year, therefore:

$36.5 \times 48 = 1752$  hours required to work per year **or**  
 $1752 \text{ hours} / 52 \text{ weeks} = 33.6 \text{ hours} / \text{week}$

In order to maintain the 38 hours per week, the following is required:

$38 \text{ hours} - 33.6 \text{ hours} = 4.4 \text{ hours/week}$  **or**  
 $4.4 \text{ hours} / \text{week} \times 52 \text{ weeks} / \text{year} = 228.8 \text{ hours} / \text{year}$  **or**  
Nineteen - 12 hour days required to pay back to Enbridge.

Payback proposal:

The total amount of Stat hours received by the gas control employee due to 12 Stats/year, are  
 $12 \text{ Stats} \times 24 \text{ hours (ST)} / \text{Stat} = 288 \text{ hours}$ .

Definition

If the employee works 1 Stat, then this equals 12 hours @ ST for regular hours pay, and an additional 12 hours @ DT for working the Stat holiday. The 12 hours @ DT is equivalent to 24 hours @ ST (2 - 12 hour days).

Refer to items 5.01(b), 8.02(b) and 8.03(c) referring to Stat holidays.

Therefore, 228.8 Stat hours of the total 288 Stat hours we receive, can then be used to pay back the required 228.8 hours/year (19-12 hour days).

The total amount of hours received due to Stats are  $12 \text{ Stats} \times 24 \text{ hrs} / \text{Stat} = 288 \text{ hours}$ .  
A portion of these hours can be used to make up the 228.8 hours.

If you choose not to use some of these hours, and there are still hours owing, you can pay these hours back by training/courses, absentee coverage if required, special projects, etc.

Every year we are required to take courses including H2S, WHMS, TDG, SOFA, Defensive Driving, etc.

### **Summary**

This schedule gives flexibility for taking courses and training without costing the company overtime (spare to cover) and gives us opportunity to attend these courses.

Also, if you have not paid back a small amount of hours, you may carry this portion to the next year providing you show how these hours are going to be paid back. (e.g. If you had to take some courses at the beginning of the year). The amount of hours carried over will not exceed a pre-negotiated value.

e.g. 50-100 hours; the objective would be to have these hours paid back before the end of the year. The year would run parallel to the vacation year.

The hours for this schedule will be updated monthly by spreadsheet, for each employee.

**Advantages**

6th person for special projects, courses, etc.

Minimal stress due to “burnout” for vacation coverage

Full Vacation Coverage / very minimal overtime.

In comparison to the 4-on, 4-off with 5 people, it actually takes 5.2 people to make the 4-on, 4-off shift work, therefore this requires scheduled overtime. The 4/6 shift eliminates scheduled overtime.

**Shift Analogy**

Hours

12 Stats / year x 24 ST hours/ Stat = 288 ST hours.

Use a portion of these hours for payback.

12 Stats/ year X 12 ST hours / Stat = 144 ST hours these are included in your basic pay, so we will not use these for payback.

**Fort St. John Pigging - Eight and Six Shift - 9.50 hour days**

The provisions of this schedule are as follows:

1. The cycle can be described as 8 days on, 6 days off with a cycle time of 14 days.
2. The workday will be 9.50 hours.
3. Days worked will be Wednesday-Wednesday as follows:

Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Work	X	X	9.5	9.5	9.5	9.5	9.5	9.5	9.5	9.5	X	X	X	X

4. This schedule totals 38 hours per week therefore, there will be no accumulated time off (earned days).
5. When working on a Company recognized holiday or on the day as prescribed in Article 8.03 c) of the Agreement, the employee will be paid his normal salary plus the premium rate for 9.50 hours. With the mutual agreement of the Company and the employee, this day can be taken as a day off.
6. Vacations will be scheduled on the 8 days on, 6 days off, 9.50 hour day.
7. Employees on the pigging 8 days on, 6 days off shift can bank overtime per Article 5.11. It is expected that the banked time will be taken in such a way that it will not have to be covered with overtime.

## APPENDIX C – LETTERS OF UNDERSTANDING

---

### Compassionate Bids

#### Definition

A compassionate bid is defined as a request by a member to be reviewed for special consideration within the job posting process due to individual or family medical reasons. A compassionate bid shall only be requested by the employee when it will assist the employee and/or the employee's family by enabling them to locate to an area where critical services are more readily available. Compassionate Bids do not supersede the Company Accommodation Policy.

#### Procedure

A member must request consideration for a compassionate bid in writing. The request must lay forth the reason(s) for the employee's request and must be accompanied by detailed supporting documentation from involved professionals (medical doctors, counsellors etc.). The request shall be filed with the Manager of Health Services who shall assess the validity of the request, collect further information if required and make recommendations to a Joint Union/Management Team, who will be struck to review the recommendation from the Health Services department. The Manager of Health Services shall notify the President of the Union and the local HR representative of the request. All compassionate bid requests will be treated with the utmost confidentiality.

The request for consideration for a compassionate bid must be filed at the time it becomes apparent to the employee that relocation for medical, family or other personal reasons will benefit the health and life of the employee and/or the family.

Requests for compassionate bids will not be considered when they are submitted concurrent with the posting of a position. An employee must have filed a request prior to any posting to be considered.

In applying to a specific posting the employee must refer to the fact they have a request for a compassionate bid on file in order that the hiring team is made aware of the fact. The hiring team will then contact the Union President and the local HR representative.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Fort St. John Gas Control

This Letter confirms our understanding regarding the recruitment of Gas Control Technicians in Fort St. John.

The hiring team will interview all Union applicants to determine if the candidates are qualified. The Job Posting will indicate the qualifications required, as per the hiring team procedure.

The qualifications for the Gas Control Technician will include:

- Analytical skills;
- Oral and written communication skills;
- Knowledge of the gathering and processing system functions;
- Computer skills;
- Interpersonal skills.

If the candidates interviewed are deemed qualified, the position will be filled as specified in Clause 11.01 of the Agreement.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960



## LETTER OF UNDERSTANDING

### Housing

This letter is to clarify the understanding of how the Company will manage company owned housing. This letter will be in effect from May 1, 1999 and will expire at the end of the contract (see article XXI Duration).

- The Company will not be actively removing housing, hence will not request employees to vacate company supplied housing during the term of this letter.
- The Company also will be getting out of housing via attrition. Hence will not be offering housing to any employees as the existing houses become vacant. Station 2 and Station 3 are considered special cases due to their remoteness and will be looked at on a case by case basis.
- Any members not occupying a Company house as of May 1, 1999 will not be allowed to move into housing.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Project Lead Definition & Criteria

This letter of understanding is not to be confused with the Lead Hand clause 4.06 of the collective agreement. The intent of this letter is to compensate individuals for leadership activities on large multi-faceted projects over and above what is identified in the collective agreement.

A Project Sponsor/Manager must initially identify a requirement for a Project Lead. The Area Manager must support the need for a Project Lead.

The process used to select the Project Lead shall be a collaborative work team based decision which must be supported by the supervisor.

The successful candidate must be supported by the supervisor and the approval of the Director of the area's Operations.

The appointment of a Project Lead must be for a specified time period.

The Project Lead role requires proactive, clear and effective communications with all stakeholders involved in the project management process. Stakeholder groups include, but are not limited to:

- EHS Contractor Control
- Planning
- Regulatory
- Outage coordination scheduling
- Other Operations groups
- Systems Integrity
- Finance
- Procurement
- Warehouse

The project lead must comply with the Companies Policies, Standards, Practices and Procedures and is expected to pay particular attention to the following:

- Project Safety
- Cost control
- QA/QC
- MOC (Management of Change)
- Project documentation

Compensation will be paid at 120% of their current Technician rate and the Project Lead will remain overtime eligible.

\_\_\_\_\_  
Steve Kurbis  
Area Manager, Transmission

\_\_\_\_\_  
Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Operation of Waste Heat Recovery Power Generating Units at Compressor Station Sites

#### ***Shift Power Engineer Bonus (Minimum 4<sup>th</sup> Class Power Engineer Certificate)***

Employees required by the company to complete the Operator Qualification Training and operate Compressor Stations with Waste Heat Recovery Power Generating Units are eligible to receive an allowance of \$54.16 per month. This will be payable upon successful completion of the 4<sup>th</sup> Class Power Engineer Training and Operator Qualification Training.

#### ***Chief Power Engineer Allowance (Minimum 3<sup>rd</sup> Class Power Engineer Certificate)***

Due to the geographical location of the CS6A facility it is necessary to have a permanent **Chief Power Engineer**. There shall only be one Chief Power Engineer designated for this facility.

If all 3 employees express interest in becoming the **Chief Power Engineer** for CS6A 150 Mile House Union seniority shall be the deciding factor.

Employees performing the duties of **Chief Power Engineer** for the operation of the Waste Heat Recovery Unit at CS6A 150 Mile House are eligible to receive an allowance of 4% of base pay for all hours worked as the Chief Engineer. This allowance shall be paid for all shifts worked by the Chief, including those as the facility operator and shall be the only allowance received as part of this letter of understanding.

#### ***Power Engineer 3<sup>rd</sup> Class Certificate Bonus***

The implementation of the Power Engineer 3<sup>rd</sup> Class Bonus is to encourage the continued development of employees. Employees home based at Compressor Stations with Waste Heat Recovery Power Generating Units that complete the required training and receive certification as a 3<sup>rd</sup> Class Power Engineer will receive a bonus of \$75 per month. These employees will complete this training on their own time and at their own cost.

#### ***Filling of Vacancies***

Vacancies at Compressor Stations with Waste Heat Recovery Power Generating Units will be posted with the additional requirement to successfully obtain a 4<sup>th</sup> Class Power Engineer Certificate within one year.

Postings will be filled per Article X – Filling of Vacancies in the Collective Agreement.

If a member does not obtain the 4<sup>th</sup> Class Power Engineer Certificate within one year it will be dealt with through the Progressive Discipline Policy.

#### ***Training***

Initial training for those members at the CS6A and CS7 facilities, for both the 4<sup>th</sup> Class Power Engineer Certificate and the 3<sup>rd</sup> Class Power Engineer Certificate shall be at the Company's expense and shall be done on Company time.

Future training for members who may bid to a Compressor Station with Waste Heat Recovery Power Generating Units and must obtain a 4<sup>th</sup> Class Power Engineer Certificate shall be at the Company's expense and shall be done on Company time.

Employees home based at Compressor Stations with Waste Heat Recovery Power Generating Units who want to complete the required training and receive certification as a 3<sup>rd</sup> Class Power Engineer will complete this training on their own time and at their own expense. Employees may apply for reimbursement under the Educational Assistance for Employees Policy.

**Power Engineer Allowances**

**All allowances are calculated on the employee's base pay (i.e. their Technician rate of pay).**

The allowances do not form part of the employee's base pay.

**Examples**

Title	Ticket	Allowance	4 <sup>th</sup> Class Bonus	3 <sup>rd</sup> Class Bonus	Conditions
Shift Engineer/Station Operator	4 <sup>th</sup> class		\$54.16 per month lump sum.		Required by the company to acquire a 4 <sup>th</sup> class and OQ at a station with a Waste Heat Recovery Plant.
Power Engineer 3 <sup>rd</sup> Class Certificate Bonus CS6A/CS07	3 <sup>rd</sup> Class			\$75 per month lump sum	Lump sum per month
Chief Engineer CS6A One designated Employee.	3 <sup>rd</sup> class	4%		\$75 per month lump sum	For all hours worked. Expected to accept Shift Engineer duties when required for no additional allowance.

\_\_\_\_\_  
 Steve Kurbis  
 Area Manager, Transmission

\_\_\_\_\_  
 Guy Rogers  
 Unifor Local 4960

## LETTER OF UNDERSTANDING

### Outage Turnaround Wage Rates

This letter addresses those employees involved in Outage Turnaround activities.

All Operational and Maintenance workers dedicated to the Outage Turnaround will receive 110% of base rate.

The upgrade is not confined to the work within the plant boundaries and can be applied to employees doing outage dependent work on affiliated pipeline and facilities. Outage Turnaround time frame shall be defined as the posted Outage dates as communicated to our producers for the three major gas plants (Fort Nelson, McMahan and Pine River).

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Discipline

In the event the Company disciplines any employee, it will furnish the employee and the Union with the pertinent written reasons for such discipline. Letters of discipline will be removed from the employee's file after two (2) years without another offence.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### **Mutual Trading of Shifts or Self Mutual**

Employee may request a mutual trade of time with another qualified employee or may trade time with themselves under the following conditions:

- The request for trade will be submitted in writing on the proper form (Mutual Trade of Shifts).
- The form will be submitted to their Supervisor at least 2 business days in advance of proposed trade.
- The Supervisor shall approve or disapprove of the mutual trade within 2 business days of receipt of the form.
- All mutual trades must be completed within six months of the original trade.

Mutual trades shall not result in any additional cost to the Company

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Use of Recreational Trailers or RV's as Accommodation

When an employee is required to work out of town, the employee shall have one of the following options to use their personal recreational trailers or RV's as accommodation under the following conditions:

**With receipt from a registered campground:**

- The employee must be able to be contacted with the same level of access a hotel would supply (i.e. must have cell phone reception), exceptions may be made for remote projects.
- The location of the RV must be within 45 minutes of the work location. Exceptions may be made for remote projects.
- The employee will receive \$110.00 daily allowance to cover all expenses associated with the use of the personal recreational trailers or RV (meals, insurance, services hook-up, etc)
- There will be no paid time or reimbursement of expenses for the transport of the personal recreational trailers or RV
- There will be no use of company vehicles to tow the personal recreational trailers or RV
- Employees will be eligible for the Living Out Allowance as provided for in article 4.11

**Without receipt from a registered campground:**

- The employee must be able to be contacted with the same level of access a hotel would supply (i.e. must have cell phone reception), exceptions may be made for remote projects.
- The location of the RV must be within 45 minutes of the work location. Exceptions may be made for remote projects.
- The employee will receive \$170.00 daily allowance to cover all expenses associated with the use of the personal recreational trailers or RV (meals, insurance, services hook-up etc.);
- There will be no paid time or reimbursement of expenses for the transport of the personal recreational trailers or RV;
- There will be no use of company vehicles to tow the personal recreational trailers or RV;
- Employees will not be eligible for the Living Out Allowance as provided for in article 4.11.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960



## LETTER OF UNDERSTANDING

### Meal Tickets

This letter is intended to clarify Clause 6.05 of the Collective Agreement (Overtime Meals) in regards to the distribution of Meal Tickets. The examples below are the agreed upon method in regards to administering meal tickets.

An employee works Monday through Friday 8 hours a day. They then come in for scheduled OT on Saturday. If they work only 8 hours (their regular day) there would be no meal ticket but if they work 10 hours here would be a meal ticket.

An employee working a normal 8 hour or 10 hour day shift, and who works 2 hours or more past their normal quitting time, will be eligible for a meal ticket(s).

An employee working an 8 hour or 10 hour day shift, and who comes in for scheduled overtime as indicated on the monthly schedule, will not be eligible for a meal ticket until 2 hours past the scheduled end of their shift.

An employee who is asked to work overtime the next day prior to the last hour of his/her shift is not eligible for any meal tickets until 2 hours past the scheduled end of their shift.

An employee who is asked to return to work "without being notified one hour prior to the end of their last shift" (Clause 5.09 (a)) shall qualify for a call out and the resulting meal tickets.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

**LETTER OF UNDERSTANDING**

**Benefits Costs Sharing**

Effective for enrolment periods of benefit coverage during the term of the collective agreement, the benefit price tags will be adjusted to reflect an 85% employer and 15% employee cost sharing percentage from the prior year's costs.

\_\_\_\_\_  
Steve Kurbis  
Area Manager, Transmission

\_\_\_\_\_  
Guy Rogers  
Unifor Local 4960

**LETTER OF UNDERSTANDING**

**Gordondale Home Base**

The purpose of this letter is to acknowledge agreement between the Company and the Union that the Gordondale Compressor Station shall be the "Home Base" for employees assigned to work there on a permanent basis.

\_\_\_\_\_  
Steve Kurbis  
Area Manager, Transmission

\_\_\_\_\_  
Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### **Dawson Plant – DELETE??**

Further to our discussion on January 18, 19 and 20, 2011, this letter confirms our agreement regarding issues related to the incorporation of the Dawson Plant into the Collective Agreement. Specifically the areas addressed include (documentation attached):

- Dawson Plant Optech Progression
- Twelve Hour Operating Shift – Dawson Plant (DELETE??)
- Article XV111 – Dawson Plant
- Optech Job Posting Templates (for initial hiring)

Steam Allowances will be paid as per the Allowance Table within Article 4.02.

Taking into consideration the necessity to have a workforce capable of successfully bringing the Dawson Plant into production, it is understood that the discussed recruitment provisions will only be applicable to the initial staffing of the plant and that recruitment beyond those positions will be in accordance with the applicable requirements of the Collective Agreement.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### **Fort Nelson Northern Complex – DELETE??**

Further to our discussions this letter confirms our agreement regarding issues related to the incorporation of the Fort Nelson Northern Complex into the Collective Agreement. Specifically the areas addressed include (documentation attached):

- FNNC Optech Progression
- Twelve Hour Operating Shift – FNNC (including the shift schedule document)
- Article XX – Fort Nelson Northern Complex
- Optech Job Posting Templates (for initial hiring)

Allowances (Camp, Trip and Steam Allowances do not form a part of the employee's base pay)

- a) Camp Allowance, Northern Allowance and Steam Allowance will be paid as per the Allowance Table within Article 4.02
- b) Trip Allowance will be paid as per Article 20.03 b).

Taking into consideration the necessity to have a workforce capable of successfully bringing the FNNC into production, it is understood that the discussed recruitment provisions will only be applicable to the initial staffing of the plant and that recruitment beyond those positions will be in accordance with the applicable requirements of the Collective Agreement.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Fort Nelson Northern Complex

Further to our discussions this letter confirms our agreement regarding issues related to the incorporation of the Fort Nelson Northern Complex into the Collective Agreement.

The Company and the Union continue to recognize the requirements of Article 11.01 d) of the Agreement and will monitor the Hiring Team's (Company/Union representation – Article 11.01) efforts to meet the requirements of this Article as Optech positions are filled for the initial staffing of the plant. It is also recognized that on an exception basis, as determined by the hiring team, there is a requirement to lift the Tech 1 cap for new hires to ensure that the plant will have a workforce capable of successfully bringing the FNNC into production. The hiring team will work towards minimizing the exceptions to Article 11.01 d). For those employees hired outside of the Tech 1 cap, they will have to make reasonable efforts to ensure that their qualifications are upgraded to meet the requirements of the Line of Progression. Their qualifications for bidding purposes will be determined as if they were hired at Tech 1 and had to progress through the Line of Progression.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

**LETTER OF UNDERSTANDING**

**Vacation Carry Over**

The maximum amount of vacation a member is allowed to carry over from one year to the next year is 10 days (80 hours). All other unused vacation at year end will be paid out.

\_\_\_\_\_  
Steve Kurbis  
Area Manager, Transmission

\_\_\_\_\_  
Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Optech Single Line of Progression

1. Move to next Tech level based on one year and enrolled in apprenticeship - this is the only place where a time based move is allowed. This time based move benefits members who don't get an opportunity to start their first year because of operational constraints and the company doesn't get it started.
2. The Company will offer tutorials for 3rd Class and above, subject to operational requirements, and may offer tutorials for 4th Class on a case by case basis, only if approved by management.
3. 3rd Class Power Engineer certification is eligible for one of the two trades for Dual Trade. A 3rd class ticket must be applicable and used at the plant the employee is working in and the plant must be a minimum of a 4th class plant in order to receive the Dual Trade pay. Steam tickets are independent of the language in the Second Trades clause.
4. All Steam Class certifications will not be part of the Second Trade clause.
5. The provisions of Article 14.03 apply to the Optech Single Line of Progression however, it is understood that there is a regulatory requirement that must be considered, and as such, in the event that Bumping occurs, regulatory compliance must be maintained at both the Dawson Plant and FNNC.
6. For pay purposes 2nd Class Power Engineer by itself is equivalent to Dual Trade. Employee will receive the 6% Allowance upon hire. After one year at Tech 4 with 2nd Class this is rolled into base rate and becomes Tech 4 DT. If someone has the 2nd and a trade, the highest you can get is Tech 4 DT, no extra trade allowance. Still get regular upgrades and steam allowance.
7. On Successful completion of probationary period a new employee will be advanced to the next highest rate. The Team and Supervisor have the discretion to advance an employee to the appropriate progression level if the employee has attained the qualifications required and demonstrated mastery of the competencies. When you achieve competencies, you move to the tech level where you are qualified. i.e. moves from Tech 1 straight to Tech 4 could be allowed.
8. When an internal transfer occurs it is required that the employee must successfully complete all progression competencies within two years to meet their current Tech level of pay. Employees not meeting this requirement may be subject to progressive discipline. e.g. if a Tech 4 doesn't have a 4th class and transfers to where it is a requirement, they must get it within 2 years.
9. Employees without a 4th Class ticket may be given an opportunity to bid on a position requiring a 4th Class ticket, and they must obtain the ticket within the requisite time period. If it is acceptable to hire someone without a 4th Class who is willing to obtain within the requisite time period, this must be noted in the posting Minimum Requirements.
10. Entry Level High School and Entry Level 4th Class streams of the Optech Progression - If a member is not enrolled in an approved apprenticeship or have started Part A of 3rd Class, then capped at Tech 2. As all Optechs should progress to Tech 4 each situation where an employee is capped will be considered individually. Employees not wanting to progress will be dealt with through progressive discipline, on a case by case basis.



11. It is the company's intention to train employees and if employees cannot be trained in a timely manner because of operational or management issues the employee will not be held back. Every situation will be considered on case by case basis.
12. The existing 6 employees who transferred from the Cabin Lake facility to the Fort Nelson Northern Complex are grandfathered into their previous progressions for bumping purposes only.
13. Attached Optech Progression.

Union is going to have to manage the differences between lines of progression. Current Optech – skill and qualifications based – other progressions are time based. It is acknowledged that it is a very different path to get to Tech 4 for this new Optech Progression versus the old progressions in the agreement

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Optech Progression Qualification & Apprenticeships Guidelines

- a) Plant forms an "Optech Progression Qualifications Committee". Two management and two Union members.
- b) Steam certifications take precedent over second trades (i.e. the attainment of 3rd Class steam tickets by tradespeople will come before a second trade.)
- c) The committee confirms the "qualification needs" of the plant, based on the preferred trades and tickets complement and publishes the apprenticeship openings.
- d) Commitments made to new hires for the initial hiring at the Dawson Plant and Fort Nelson Northern Complex regarding apprenticeship opportunities will be carried out.

#### **Apprenticeships:**

- e) Candidates submit applications for their preferred trade, in accordance with qualification needs as determined by the committee.
- f) In discussion with candidates, adjust as possible to fit plant requirements. (For example, if 8 candidates all prefer an E&I trade, discussion needs to happen to encourage a mechanical trade.)
- g) Apprenticeship applicants must be at least a Tech 1, completed their GPO's and 4th Class Power Engineer certification, and their probation period completed prior to being eligible for trade apprenticeship enrolment.
- h) New apprenticeships will be offered by Union seniority.
- i) Someone hired who is already indentured in an apprenticeship will be allowed to complete their apprenticeship, on a case by case basis as decided by the local Optech Progression Qualifications Committee prior to hiring.
- j) The committee will determine the total number of apprentices that the plant can support at one time.
- k) All apprentice candidates take the CAAT test.
- l) Candidates passing the CAAT tests are selected by the committee, based on seniority, to fill the total number and type of apprenticeships identified by the committee.
- m) Candidates not passing the CAAT tests have individual learning plans developed and scheduled, to assist in passing CAAT tests. CAAT tests are retaken when ready. Once passed, candidates will be added to the "pool" of candidates waiting for available apprenticeships.
- n) Candidates passing the CAAT are considered to be "enrolled" for the purposes of compensation as it relates to the Optech Progression even if the Optech Progression Qualifications Committee has not awarded an apprenticeship at that time.

- o) As apprentices complete their apprenticeships, this will create openings to be filled by candidates waiting in the “pool”. These candidates will be selected based on seniority, for the apprentice trade being filled.
- p) Power Engineering is not part of the apprenticeship program. A trades apprentice can be working on their steam ticket at the same time.
- q) The Guidelines for Second Trade Apprenticeships clause is in effect at all times.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

**LETTER OF UNDERSTANDING**

**Fort Nelson Northern Complex and Dawson Plant Outage Turnaround  
Wage Rates**

This letter addresses those employees at the Fort Nelson Northern Complex and Dawson Plant involved in Turnaround activities.

All operational and maintenance workers dedicated to a FNNC or Dawson Plant Outage Turnaround will receive 110% of base rate.

The upgrade is for the Outage Turnaround time frame which is defined as the posted Outage dates for the respective Gas Plant as communicated to our producers.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960

## LETTER OF UNDERSTANDING

### Gas Control Schedule

Further to discussions at negotiations, the parties agree to implement a Four On, Six Off schedule for both desks in Fort St. John Gas Control.

The schedule below is an example of the cadence of the work schedule and is not intended to define staffing requirements.

OPERATOR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1	D1	D1	D1	D1							N	N	N	N						
2					D1	D1	D1	D1							N	N	N	N		
3	N	N							D1	D1	D1	D1							N	N
4			N	N	N	N							D1	D1	D1	D1				
5							N	N	N	N							D1	D1	D1	D1
6	D2	D2	D2	D2							D2	D2	D2	D2						
7					D2	D2	D2	D2							D2	D2	D2	D2		
8	SP	SP							D2	D2	SP	SP							D2	D2
9																				
10																				

- No shift change premium will be paid for the first change to this schedule upon implementation.
- All other provisions of the Four On, Six Off Shift shall apply.
- The above cadence example may allow for Operators to work on either desk. Factors to be considered for desk assignment include progression requirements, employees' interest and seniority. The parties agree that this does not impede the ability for the Company to assign the workforce as operational requirements dictate.
- Operators 9 and 10 are treated as spares and assigned as Operational Requirements dictate.
- Should operational or staffing requirements change which impact the viability of this schedule, the parties will meet to discuss potential alternate schedules.

\_\_\_\_\_  
 Steve Kurbis  
 Area Manager, Transmission

\_\_\_\_\_  
 Guy Rogers  
 Unifor Local 4960

## LETTER OF UNDERSTANDING

### Short Term Incentive Plan

The parties understand that the current corporate Short Term Incentive Plan (STIP) is under review by the Company.

It is agreed that employees represented by this bargaining unit will either:

- Receive the STIP program in place at the date of ratification;  
or
- If the Company changes or replaces the STIP program during the term of this agreement, employees represented by this bargaining unit will receive STIP (or the replacement program) on the same basis as a comparable staff employee not represented by this bargaining unit.

This letter of understanding is in effect only until March 31, 2020.

---

Steve Kurbis  
Area Manager, Transmission

---

Guy Rogers  
Unifor Local 4960